

1907-040 Chancery Causes: D. H. Smith vs. Adm. of C. B. Turner &c
Lee Co. E. W. Pennington, com. vs. Mary J. Ely &c

Muncy, Mursey, Pridemore, Crider, Yeary, Hughes, Senger

1 Plat

CA-Debt
T-Property

To the Hon. H. S. H. Morrison, Judge of the Circuit Court for Lin County:

Your orator S. H. Smith for himself and all other alike interested humbly complaining would respectfully represent unto your honor that C. B. Turner, a citizen of said County on the day of ^{interstate} 1887, departed this life, seized and possessed of a very valuable tract of land lying and being in Lin County, on the waters of the North Fork of James river, it being $\frac{3}{10}$ of the original ~~the~~ Turner tract;

Your orator would further represent unto your honor that on the death of the said Turner he left surviving him a widow, Mary J. Turner and eight children, to wit: George Turner, ~~the~~ Turner, Elizabeth Turner, Minerva Turner, ⁴Morris Turner, Lily Turner, Susan Turner and Dinnie Turner who in law are said decedent's distributees and heirs, and to whom said land on the death of this said father descended, subject to said widow's dower rights therein.

Your orator will further allege that all of said decedent's said children are infants, under 21 years of age.

Your orator will also allege that the Estate of said decedent at the Nov. (1887) term of the County Court of Lin County, was committed to H. B. Munsey the sheriff of said county. But your orator is informed that nothing went into the hands of said administrator for administration, for said decedent

1 had no personal property over and above that
2 accounted his said widow.

3 Your orator further charges that the said
4 decedent was largely in debt when he died,
5 owing divers persons and of various amounts;
6 but as to whom all his creditors were, your
7 orator is not sufficiently advised, hence he
8 is unable to enumerate them. But at any
9 rate the said decedent was indebted to your
10 orator in the sum of \$100⁰⁰ at the time of
11 his death which sum became due and
12 payable on the 7th day of January, 1887. And
13 the whole of said sum is still due your
14 orator as well as its interest.

15 Your orator avers that said decedent
16 had not personal effects left at the time
17 of his death, sufficient to pay his said
18 debt, and that being the case he is ad-
19 vised that his said real estate by the laws
20 of Virginia is assets for the payment of his
21 debts, and out of that your orator and all
22 other creditors may have their demands dis-
23 charged, if the same be sufficient.

24 Your orator's debt is due by a note
25 or writing signed by himself in his life-time,
26 which note or writing he here files as
27 exhibit "A". By reference to said writing or note
28 it will be seen that on the 6th day of Jan,
29 1887, the said decedent promised to pay
30 your orator the sum of \$100⁰⁰ one day after
31 said date.

32 Your orator further alleges that said

1 Mary J. Turner as the widow of said de-
2 cendant is entitled to have a dower out-
3 of her late husband's land; and that of the
4 lands used and occupied by her husband,
5 which was $\frac{4}{10}$ of the original ^{Mr.} Turner
6 tract, she is entitled to $\frac{1}{10}$ in her own right,
7 and the residue, or three-tenths of said
8 original tract, was owned in right of her
9 said husband and ^{out} of that is she entitled to
10 dower.

11 Now the object of this bill is to have dower
12 assigned to said widow out of said $\frac{3}{10}$
13 of land; to have all the creditors of said de-
14 cendant convened before one of your honor's com-
15 missioners of accounts, in order that the ^{amount of the} in-
16 debtedness of said decedent may be fully
17 ascertained and to whom due; to have a set-
18 tlement of the administration account of said
19 administrator; to have an application of
20 any personal estate that may be found in the
21 hands of said admin. to the payment of said
22 decedent's debts; and to have a sale of said
23 decedent's real estate for the purpose of pay-
24 ing off your orator's as well as any other creditors
25 debts against the said decedent.

26 The facts upon which your orator
27 bases his cause of complaint and the ob-
28 jects of his bill now being stated his humble
29 prayer is: That Asst. Munsy admin. of the es-
30 tate of said C. B. Turner, decd., Mary J. Turner,
31 George Turner, ^{2d} Mr. Turner, Elizabeth Turner,
32 Minerva Turner, ⁴ Marrie Turner, ⁵ Lily Turner,

1871. Mrs. James Cassin & Co.
 1872. Mrs. James Cassin & Co.
 1873. Mrs. James Cassin & Co.
 1874. Mrs. James Cassin & Co.
 1875. Mrs. James Cassin & Co.
 1876. Mrs. James Cassin & Co.
 1877. Mrs. James Cassin & Co.
 1878. Mrs. James Cassin & Co.
 1879. Mrs. James Cassin & Co.
 1880. Mrs. James Cassin & Co.
 1881. Mrs. James Cassin & Co.
 1882. Mrs. James Cassin & Co.
 1883. Mrs. James Cassin & Co.
 1884. Mrs. James Cassin & Co.
 1885. Mrs. James Cassin & Co.
 1886. Mrs. James Cassin & Co.
 1887. Mrs. James Cassin & Co.
 1888. Mrs. James Cassin & Co.
 1889. Mrs. James Cassin & Co.
 1890. Mrs. James Cassin & Co.
 1891. Mrs. James Cassin & Co.
 1892. Mrs. James Cassin & Co.
 1893. Mrs. James Cassin & Co.
 1894. Mrs. James Cassin & Co.
 1895. Mrs. James Cassin & Co.
 1896. Mrs. James Cassin & Co.
 1897. Mrs. James Cassin & Co.
 1898. Mrs. James Cassin & Co.
 1899. Mrs. James Cassin & Co.
 1900. Mrs. James Cassin & Co.

Sept 2nd 7.00	31	10.00	32	8.25
May				
Sherriff				
Atty				
H. J. C				
Comm. Line				

C	9.57	Pl
Conic	4.57	Pl
	614.07	"
estimate	5.00	Pl

1870. Dr. J. B. Byles B. & Co.
1871. Dr. J. B. Byles B. & Co.
1872. Dr. J. B. Byles B. & Co.
1873. Dr. J. B. Byles B. & Co.
1874. Dr. J. B. Byles B. & Co.
1875. Dr. J. B. Byles B. & Co.
1876. Dr. J. B. Byles B. & Co.
1877. Dr. J. B. Byles B. & Co.
1878. Dr. J. B. Byles B. & Co.
1879. Dr. J. B. Byles B. & Co.
1880. Dr. J. B. Byles B. & Co.

\$100 ^{or} one day after dat I will pay
D. H. Smith one hundred dollars
for value received of him
this January 6th 1886

Attest

Jaacob S. Turner

Shadwell ^{his} B. Turner
mark

Turner
Note
\$100.00

J. Smith

To the Hon. H. S. K. Morrison, Judge of
the Circuit Court of Lee County, Va.

Humbly complaining, your orator,
E. N. Pennington, Comr. &c., sheweth unto
your honor that on the 6th day of
Jan., 1891, Mary J. Turner, now Mary
J. Ely, with A. L. Pridemore as her
surety, executed two bonds, payable
to your orator for the sum of \$101.12
each, bearing interest from their
respective dates; one of which bonds
is payable twelve months after its date,
the other two years after its date.
On the bond for \$101.12, that was due
Jan. 6th 1892, your orator obtained
a judgment therefor, and his costs
of \$11.34, at the June term, 1892, of your
honor's court of Lee County, which
said judgment is still due and
payable to your orator.

Your orator will further show
unto your honor that on the 5th day
of March, 1892, the said Mary J. Ely
executed and delivered unto A. L.
Pridemore, her surety in said bonds,
a deed of Mortgage to her lands
in said county for the purpose, as is
expressed therein, of securing the payment

of said bonds, and to save harmless said Pridemore, surety in said bonds, and also to secure unto the said Pridemore the payment of the sum of \$50.24, paid to your orator on the 6th day of Jan., 1891, as costs in the Chancery cause of D. H. Smith vs. A. B. Muncy, Admr. &c., + others, then pending in the Circuit Court of Lee County. Said deed was on the day that it was executed duly acknowledged and recorded in the county court clerk's office of Lee County, in Deed Book 27, page 479, a copy of said deed marked "A" is here filed and prayed to be considered a part hereof.

Your orator avers that said judgment and said bond are still unpaid and due him, and he is informed that said \$50.24 is also still unpaid and due to said Pridemore; that after the execution, delivery and recordation of said deed said Mary J. Turner, now Mary J. Ely, sold + conveyed her said land to one James D. Pennington; and that he is advised that by reason of said deed of March

5th, 1892, said judgment, bond and money due said Pridemore is a lien upon said land.

In consideration of the premises aforesaid, and in as much as your orator is remedyless save in a court of equity, his prayer therefore is that Mary J. Turner, now Mary J. Ely, A. L. Pridemore and Jas. D. Pennington be made parties defendants to this bill of complaint, and required to answer the same on oath; that the said defts. be required to pay your orator said judgment and bond by a short day to be appointed by this honorable court and that in default of such payment the said Mary J. Turner, now Ely, and Jas. D. Pennington, and all persons claiming under them may be forever barred and foreclosed of and from all right of redemption of, in and to the said mortgaged premises or any part thereof; that proper process may be directed against said defts.; and that your orator may have all such further and general relief in the premises as the nature of his case may re-

Tax 1.30
7.10.92

7.10.92

Estimate 5.00

5.00

\$32.10

imply

\$230.86

54.84

\$283.70

54.10

\$317.80

317.80

\$333.15

142.69

E. H. Pennington

Bill in Chancery

Mary J. City et al

1873 1st term

Bill in Chancery

" 2nd term

" 3rd term

" 4th term

" 5th term

" 6th term

" 7th term

" 8th term

" 9th term

" 10th term

" 11th term

" 12th term

" 13th term

" 14th term

quire or equity shall seem meet.
And he will ever pray &c.
Pennington & Coins,
p. g.

J. H. Smith Complt-
vs } In Chancery.

A. B. Mummy admr et al

The joint answer of George Turner, Lily Turner, Marrie Turner, Minerva Turner, Elizabeth Turner, Annie Turner, Wm. Turner Jr. and Susan Turner infants under the age of 21 years by J. H. Smith, their guardian ad litem, assigned to defend them in this suit, to a bill of Complt- exhibited against them and others in the Circuit Court for Lee County, by J. H. Smith.

The respondents reserving to themselves the benefit of all just exceptions to the said bill, for answer thereto, on to so much thereof as they are advised it is material they should answer, by their said guardian ad litem answering says:

That they are infants of tender years, and by reason of their infancy are incapable of understanding, or of taking care of their rights and interests. They, therefore, by their said guardian, commit themselves, and their rights and interests to the protection of the Court and pray that no decree may be pronounced which will tend to their prejudice.

Now having fully answered, they pray to be dismissed with their reasonable costs in this behalf expended and they will ever pray &c.

J. H. Smith
Guardian ad litem for said infants

D. H. Smith
vs $\frac{3}{4}$ itus G. A. L.

A. B. Murray & Son

Filed at March Rules
1890. J. A. Hyatt & Co

D. H. Smith Plff

vs

A. B. Munnery aduers et al Dft

And

E. M. Pennington Couns Plff

vs

Mary J. Ely vthers Dft

} In Chancery

} In Chancery

To the Honorable W. J. Miller Judge
of the Circuit Court for Lee County
Virginia:

The answer of J. D. Pennington
applicant, and his solicitors J. J. Jones
G. M. Hughes, S. S. Surgeon, J. D. Pennington
and W. M. Pennington his solicitors
to a rule awarded against them
on the 17th day of November 1898
in the above styled causes, return
able to this Court to show cause
if any they can, why there should
not be a reversal of the land
reported deed to J. D. Pennington
in said causes, and judgment
against them and each of
said parties for said purchase
money.

Respondent J. D. Pennington answer
ing says, that at the time of this
said purchase, they paid up
in cash for the cost and commis
sions of sale as is shown by receipt
of D. C. Swell Coun. here with filed

responded "A." -

Since ~~then~~^{said} purchase he has paid
~~for~~ his wife Mary A. Pennington
~~that~~ who was the real purchaser
he acting as her agent, and said
cost-commission was paid by her,
She has paid on Nov. 15th 1897
\$38⁰⁰ to be credited on the first
note for Mary J. Ely land. See
receipt herewith filed marked
"B". and on June 8th 1898
she paid \$85⁰⁰ to be credited
on A. L. Pridemore debt. See
receipt herewith filed marked
"C".

Respondent says that on the
J. P. Myers Garrison debt, he has
paid to the ^{the} words of said Guar-
tion their debts in full,
and files receipts for payment
of two of them marked "D" & "E".

Respondent says that his said
wife Mary A. Pennington
was the real purchaser of
said lands at said sale
and all of said payments
have been made by her,
and the sale should have
so reported to her, but the
Commissioner misunderstood
his statement, and made

Myers will agree to this & account by check

a mistake in reporting the
sale of him, and Geo. Wiffard
asked that he for her & get ahead
make the payments & he
would have the proper
connections made for her
so she would get the deed
properly made to her for
said land when she paid
for it, as he the said Geo. Wiffard
only acted as her agent in
all of these transactions.

Respondent says that his wife
is making every effort to pay
this money, as she can, and
he has now gone to Kansas
Ct. H. Ky. to get at least \$140⁰⁰
to pay on said money for her,
and that the other creditor
Jannet Turner is willing
to wait awhile in her
before making a resale
of the land.

Respondent states that only
one set of the purchase money
notes were due at the time
this rule was awarded, and
only a few payments had
been made on said first
notes.

And Respondent prays that

the payments made to the
words of J. B. Myers Garrison
be allowed, and that a
release will not be
cleared now as only the
Second notes were due
Feb, 15th 1899, and that
the proper connections be
made so as to show his
wife Mary A. Pennington
is purchaser of said land.
He will also pay etc.

B. H. Lunnally
for Respondent

J. B. Pennington
Adm. of
J. B. Pennington
Adm. of
J. B. Pennington
Adm. of

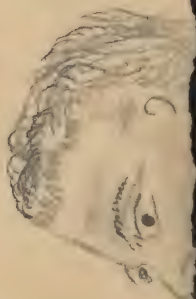
Vocabular
to 8 Dec 1

Received of, C. W. Pomeroy Comr
the sum of five dollars a
claim due me in the case of
Smith against ^{Atty B. May & Adams of} ~~Chad. Lumber~~
no interest - having been allowed
on it. June 10th 1893.

A. L. Pridemore -

Receipt.

1



\$14.50

Received of E. W.

Permanently on, the sum of Four-
teen dollars and fifty Cents
a claim due me as ~~attorney~~ ^{in the}
~~case~~ assignee of W. S. Crockett in
the case of D. H. Smith v. A. B.
Muney. adms of Chat Turner.
June 10th 1893. A. L. Pridemore

2

Receipt,

\$5.90 Received from E. W. Huntington Court in
the Chancery Cause of D. H. Smith vs A. B. Munsey
Admr, &c et al Five Dollars + 90 cents (\$5.90)
amount in full of the claim reported
in said Cause as due me, as shown
by note exhibit No 7, including inter-
est down to date, this June 10th 1893,
J. A. Hyatt

3

#21,75-

Received from E. H. Pennington, Comr. in the
Chancery cause of D. H. Smith vs. A. B. Muncy, Admr.
et al., Twenty-one ⁷⁵/₁₀₀ dollars (\$21 ⁷⁵/₁₀₀), Amk,
in full of the claim reported in said cause
as due D. R. Smith for shrouding for C. B.
Turner, dec'd. Said D. R. Smith placed this
debt in my hands for collection and to be
applied to a debt due from him to Stern & Co.,
of Richmond, Va.

This June 10th, 1893—

A. M. Goins, Atty.

4

Receipt.

Received of E. M. Pennington Commissioner
in the Chancery cause of D. H. Sweet
vs A. B. Munsey administrators, et al, the
sum of three dollars and seven cents,
amount of claim due the estate of
M. D. Richmond dead, from the estate of
Chas Turner dead, for burial clothes
etc, filed in said cause. This June
12th 1893.

S. F. Richmond
D. H. Sweet, adminr,
ex bonis non of M. D. Richmond, decd,

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Receipt

191

E. W. PENNINGTON,
Commonwealth's Attorney,
PENNINGTON GAP, VA.

R. L. PENNINGTON,
JONESVILLE, VA.

PENNINGTON BROS.

ATTORNEYS-AT-LAW,

18.

Va.,

Nov. 30 1893

Rec'd. of E. W. Pennington
Clerk. &c on the amount
shown to be due me a-
gainst the estate of C. B.
Turner in a Chancery Cause
of myself against A. B.
Murray Administrator of the estate
of said Turner the sum of
One Hundred and Two & 57/100
Dollars (\$102.57) This Nov. 30/93

W. H. Smith

6

Pennington G ap, Va. May, 11 1894.

Received of E. W. Pennington, Commissioner in the Chancery
cause of ~~A. B.~~ D. H. Smith Vs. A. B. ~~Munsey~~ et als. the sum of (\$37.62)
Thirty-seven dollars and sixty-two cents, the amount reported in said
cause in favor of Noble Smith; interest counted thereon to date.

See the report of comr. Goins filed in said cause.

This the 19th day of May, 1894.

Accept Thanks.

Henry J. Morgan atty for
L. F. Smith

E. W. PENNINGTON,
Commonwealth's Attorney,
PENNINGTON GAP, VA.

R. L. PENNINGTON,
JONESVILLE, VA.

PENNINGTON BROS.

ATTORNEYS-AT-LAW,

vs.

Jonesville Va. Va.,
May 7th 1894

Recd. of E. W. Pennington
Comr. in the Chancery Cause
of S. H. Smith vs. A. B. Munnery
admt to it a Forty-One
dollars, balance of amt,
due said Smith from the
estate of C. B. Munnery, and
shown in the ~~report of~~ ~~Comr.~~
Gains filed in said Cause.

Henry J. Morgan atty for
S. H. Smith

8

D. H. Smith

vs

A. B. Munsey Admin
✓

E. W. Pennington Over.

vs

Mary J. Ely et al.

These causes came on this day to be again heard upon the papers formerly read and the report of disbursements of Court D. C. Sewell filed Dec. 11th 1907, to which there are no exceptions & was argued by Counsel.

On consideration whereof, said report is confirmed & made final & said Court is hence discharged from further liability herein. And nothing further appearing necessary to be done herein, these causes are stricken from the docket.

D. H. Smith

vs

A. B. Munsey adms
+

E. W. Tennyson Comr

vs

Mary J. Ely et al

Entered in C. O. B.

No. 8, page 348

Enter this record

H. A. O. S. H. O. S. H. O. S.

Dec. 11-1907.

D.H.Smith

vs.

A.B.Munsey, Admr.

and

E.W.Pennington *Counr.*

vs.

Mary J.Ely et al

In Chancery

This cause came on again this day to be heard upon the papers formerly read therein and ~~from~~ the statement of said complainant, E.W.Pennington, that he has ceased to have any further interest in this cause, and was argued by counsel: On consideration of all which, it is adjudged, ordered and decreed that the said cause of E.W.Pennington vs. Mary J.Ely et al is stricken from the docket, and hereafter to be retained upon the docket as D.H.Smith vs. A.B.Munsey, Admr.

E. M. Huntington

vol. 1

Mary J. Ely

Eu. C. B. No 7 p. 426.

Enter this

Feb. 20/1904

J. A. W. Sherr

D.H.Smith,..... Plaintiff.

vs. (In Chancery.)

A.B.Munsey, Admr.&c. et al.,Defend ants.

And (Decree confirming deed &c.)

E.W.Pennington, Comr.&c.,.....Plaintiff.

vs. (In Chancery.)

Mary J.Ely, et al.,Defendants.

This cause came on again this the 14th day of July, 1902, to be heard upon the papers formerly reach in said cause, and the report of D.C.Sewell, special commissioner, this day filed, showing the execution by him of the deed to the purchaser, Mary A.Pennington, as required by a decree entered in this cause on the ____ day of July, 1902, and was argued by counsel. On consideration whereof, and there being no exceptions to the said report, it is adjudged, ordered and decreed that the said report and deed be and they are each hereby confirmed and approved; and that the said Mary A.Pennington pay to the said D.C.Sewell, commissioner, the sum of five dollars for his serv ces in making the said deed, for which sum execution may issue.

It is further adjudged, ordered and decreed that the said D.C. Sewell, special commissioner in this cause, do disburse and pay out to the parties entitled thereto as shown by the reports and proceedings in this cause the funds in his hands, and report his said disbursements to this court; and that these causes be continued.


~~~~~  
D. H. Smith  
vs  $\frac{1}{2}$  In Chancery  
A. B. Munsey, Adm'or.  
and

E. W. Pennington, Com'or  
vs  $\frac{1}{2}$  In Chancery  
Mary J. Ely et al.

~~~~~  
Decree confirming deed
re.

~~~~~  
Entered C & B No 7  
P. 124 — 5

Enter this decree  
July 14 1902.  
H. C. W. Shuman



E. W. Pennington, Commissioner,

Plaintiff.

vs.

{ *In Ely,*

Mary J. Ely, et al. ~~and~~ D. C. Sewell,

Defendants

*and*

D. H. Smith

Plaintiff.

vs.

{ *In Chancery*

A. B. Munsey, Admr &c, et al.

Defendants

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This cause came on this day to be heard upon the papers formerly read in the cause, and the report of D. C. Sewell, Special Commissioner, this day filed, showing the full collection of the purchase money from Mary A. Pennington, the purchaser, and that the said Mary A. Pennington is now entitled to deed for the said land, and was argued by counsel. On consideration thereof, it is adjudged, ordered and decreed that D.C.Sewell, who is hereby appointed a Special Commissioner for the purpose to make, execute and deliver to the said Mary A. Pennington a deed conveying to her, with special warranty, the lands purchased by her in this cause; that said commissioner report his action to a future day of this term of the court, and that this cause be continued until the coming in of said report.



D. H. Smith  
vs { In Chancery  
A. B. Mursey, Admoe  
and  
E. W. Pennington, Comr.  
vs { In Chy.  
Mary J. Ely.

Decree for Deed.

Entered C. D. D.  
No 7. P. 110-111.

Enter this decree  
July 10th 1902.  
H. A. W. Shivers



To the Hon. H.A.W.Skeen, Judge of the Circuit Court for  
Lee County, Virginia:

The undersigned Special Commissioner in the Chancery causes  
of E.W.Pennington, commissioner, vs. Mary J. Ely, et al, and D.H.  
Smith vs. A.B.Munsey, Admr. &c. et al, respectfully reports that  
Mary A. Pennington, purchaser of the land sold by him under the pro-  
ceedings of the said two causes, has paid or caused to be paid to him  
the full amount of the purchase money agreed to be paid by her, and  
is now entitled to a conveyance of said land.

Respectfully submitted--

Special Commissioner.

*after allowing receipts shown in answer of J. D. Pennington & wife*



D. H. Smith  
vs { Lu Chy  
A. B. Munsey, Admroe.  
and

E. W. Pennington, Commr.  
vs { Lu Chy.  
Mary J. Ely.

Report of D. C. Sewell,  
Commr. showing full col-  
lection of purchase money.

Filed July 10th 1902.  
A. B. Munsey Clerk



D. H. Smith Comptk.

vs.

A. B. Munsey admr et al

and

E. H. Punnington Comr & Comptk.

vs.

Mary J. Ealy et al Defts

In Chancery.

This cause came on again this day to be heard upon the papers formerly read therein, the rule awarded in this cause on Nov., 17<sup>th</sup> 1898 against J. D. Punnington et al, and the answer to said rule, and was argued by counsel, <sup>and by consent of parties</sup> On consideration whereof, the Court doth adjudge, order and decree if said Punnington or some one for him does not pay within 20 days from the rising of this court on the purchase price of the land mentioned in said cause, <sup>pay</sup> the sum of \$140<sup>00</sup>. Then said D. C. Swell after advertising the time, terms and place of sale for 30 days by written or printed notices posted at the front door of the court house and at the post-office in the town of Punnington Gap, Va. and at some other public place in said county offer said lands, or enough thereof to pay what is due thereon, for sale, to the highest and best bidder at public auction at the front door of the court house of said county on some court day, for one-fourth cash down and the residue on a credit of six and twelve

\* That in 1896-97 A. B. Munsey as sheriff by Comptroller's report and its interest thereon Subject to a credit of \$38, paid on the 15<sup>th</sup> day of Nov. 1897 and \$55.33, paid June 8<sup>th</sup> 1898



months time, taking for such defured  
 payments, <sup>notes with</sup> good personal security pay-  
 able to himself and bearing interest from  
 date of sale. And he will report his  
 action to court. But if said \$140<sup>00</sup> shall be made  
 before sale of said lands, then said Sewell will take no action  
 And it appearing from said answer  
 to said Rule that Mary A. Pennington  
 was the purchaser of the lands in the  
 report mentioned in said Sewell's report  
 filed in this cause on Feb. 17<sup>th</sup> 1897, in-  
 stead of J. D. Pennington, therefore the  
 court doth adjudge, order and decree  
 that she be treated in this cause as  
 the purchaser of said land and not  
 J. D. Pennington.

And it is further adjudged ordered and  
 decreed that the payments <sup>set off in said answer said rule</sup> to the words of  
 J. P. Myers guardian be allowed as  
 credits on the judgement in favor  
 of said J. P. Myers guardian reported  
 in said cause, and this cause is  
 continued.



D. H. Smith P.  
vs  
H. B. Munsey  
and  
E. H. Pennington  
vs.  
Mary F. Ely

J. P. [unclear]

Eu. C. O. B. No. 6 p. 282.  
+ 283

Enter this  
March 11/99.



D.H. Smith  
against  
A.B. Munsey and others Defts

Plff

E.W. Pennington Cur. Plff  
against

Mary J. Ely and others Defts

In Chy

These causes came on again  
this-day to be heard upon  
the papers formerly read and the  
report of D.C. Sewell, Special  
Counr, filed Oct. 22<sup>d</sup>/1898, to which  
there are no exceptions & was argued  
by counsel.

On consideration whereof said  
report is confirmed. And it appearing  
that J.D. Pennington the purchaser  
of the land herein has not paid  
the purchase money therefor, it is  
adjudged, ordered and decreed,  
that a rule ~~be~~ <sup>the same is</sup> ~~the same~~ <sup>the said J.D. Pennington</sup>  
hereby awarded against him, &  
his surety, namely, J.J. Gary, G.W.  
Hughes, S.S. Surger, J.L. Pennington  
& J.D. Pennington, returnable to the  
first day of the next term of  
this Court to show cause if any  
they can why there should not be



a re-sale of said land & judgment  
against him reach of his said  
sureties for said purchase notes.

And it is ordered that the clerk  
of this court <sup>hereof</sup>  
make a copy for each of said  
parties & have served on each  
of them. And these causes are  
continued.



D. H. Smith

vs

A. B. Munsey ~~vs~~ others

&

E. W. Pennington ~~vs~~

vs

Mary J. Ely ~~vs~~ others

Decree for rule —

Ex. C. O. B. 6 p. 202

Enter this

11/11

Nov 15 - 1898



Virginia

At a Circuit Court Continued and held for  
Lee County at the Court house thereof on Thursday  
the 17<sup>th</sup> day of November 1898.

D. H. Smith

Plaintiff

vs

A. B. Munsey Adm<sup>r</sup> et al. Defendants

and

E. W. Pennington Com<sup>r</sup> Plaintiff

vs

Mary J. Ely & others

Defendants

} In Chancery

} In Chancery

These causes came on again this day to be  
heard upon the papers formerly read, and the re-  
port of D. C. Sewell Special Commissioner filed  
October the 22<sup>nd</sup> 1898, to which there are no excep-  
tions, and was argued by Counsel. On Considera-  
tion whereof, said report is confirmed. And it  
appearing that said J. D. Pennington purchaser of  
said land herein has not paid the purchase money  
therefor it is adjudged, ordered and decreed that  
a rule be and the same is hereby awarded against  
him the said J. D. Pennington and his sureties  
namely, J. J. Geary, L. W. Hughes, S. S. Surgenor, J. L.  
Pennington and W<sup>m</sup> Pennington returnable to the  
first day of the next term of this Court to show  
Cause if any they can why there should not be  
a resale of said land, and judgment against him  
and each of his sureties for said purchase money.

And it is ordered that the Clerk of this Court  
make a copy hereof for each of them. And these  
causes are continued.

A Copy: Teste: A. B. Munsey, Clerk



D. H. Smith

vs

A. B. Munsey adms & others

+

E. H. Pennington comr

vs

Mary J. Ely, & others.

Your undersigned ~~comr~~ would respectfully report, That the purchase money notes executed on the 15<sup>th</sup> day of Feb'y 1897 by J. D. Pennington & due in 102 years is past due & unpaid - only a small part of the Pridemore indebtedness was paid. <sup>something like 100<sup>00</sup> 50</sup> the exact amount, will be hereafter added.

Your comr. asked for a rule against said Pennington & his sureties, to-wit, J. J. Geary, G. W. Hughes, S. I. Surgenor, J. L. Pennington & William Pennington to show cause &c why said land should not be sold for the unpaid purchase price & to have judgment over & against said purchaser & sureties for any deficiency in a sale.

Respt,

D. C. Sewell comr.



D. H. Smith

vs

A. B. Munsey & others

Carroll's counsel -

Filed Oct 22<sup>d</sup>  
1898.

A. B. Munsey *AK*



D. H. Smith  
 against  
 H. B. Munney Admr et al  
 &  
 E. H. Pennington Comr  
 against  
 Mary J. Ely et al

}

In chg.

These cause came on  
 this day to be again heard upon  
 the papers formerly read & the  
 report of sales made by Comr.  
 D. C. Sewell filed Feb'y 17<sup>th</sup> 1897  
 to which there are no exceptions  
 & was argued by counsel. On con-  
 sideration whereof it is adjudged  
 ordered & decreed that said report  
 & the sales reported therein be  
 & the same are hereby confirmed.  
 Said Comr Sewell will pay  
 out the cash in his hands to  
 those entitled thereto & collect  
 the purchase money bonds  
 as they may become due & pay  
 out the same to those reported  
 as entitled thereto & report his  
 action to this Court from  
 time to time & this cause  
 is continued.



D. H. Smith

vs

H. B. Munsey adm'r

+

E. W. Pennington Cur.

vs

Mary J. Ely ad'or

Dacotah Confining Sale

March 7. 1897

Eu. C. B. p. 508.

Enter this

M. S. L. H.

March 2<sup>d</sup> 1897



B. H. Smith Compt'.

vs.

A. B. Munnery adm'r & et al  
and

E. W. Demington Com'r & Compt'.

vs.

Mary J. Ely et al Defts.

In Chancery

These causes came on again  
this day to be heard upon the  
papers formerly read therein and  
the report of Comr. A. M. Guins  
and statements filed therewith  
on Feb. 18<sup>th</sup> 1896, and was argued  
by counsel. And it appearing  
that said report has been filed  
for more than two days before  
the first day of this Court, ~~it~~  
and is unexcepted to, it is  
adjudged, ordered and decreed  
that said report and statements  
therewith be and are hereby  
confirmed, and that A. C. Pride-  
more has a first lien by reason  
of a ~~and~~ mortgage upon the  
share and interest in the lands  
which the said Mary J. Ely had  
in the lands belonging to the  
estate of Wm. Turner dec'd. for



and which have been by her con-  
vey to Jas. D. Pennington for the  
sum of \$394.45 with legal  
interest ~~thereon~~ <sup>on</sup> \$306<sup>00</sup>  
from this day, and That J. P. Myers  
guardian ~~to~~ has a lien for \$73.48  
with interest on \$49.41 from this  
day, That Johnnah Turner has a  
like lien ~~for~~ \$135.33 with interest  
on \$94.65 a part thereof from this  
day on the residue of the lands  
which the said J. D. Pennington  
owns in the real estate that  
once belonged to the estate of  
~~the~~ <sup>the</sup> Turner and each an equal  
and like second lien on that  
part of said land <sup>on</sup> which said  
Pridemore has his lien. And it  
is further adjudged ordered  
and decreed That A. L. Pridemore  
recover from the said  
J. D. Pennington the sum of \$394.45  
with legal interest on \$306<sup>00</sup> a  
part thereof from this day till  
paid. That said J. P. Myers re-  
cover from the said J. D. Penning-  
ton the sum of \$73.48 with legal  
interest ~~thereon~~ <sup>on</sup> \$49.41 a part  
thereof from this day and That



said Johannah Turner recover  
from the said J. D. Pennington  
the sum of \$135.33 with interest  
on \$94.65 a part thereof from  
from this day, and if the said  
sums be not paid within 30  
days from this day to those  
entitled by the said Pennington  
then W. H. Pennington who is  
hereby appointed a special  
comr. for the purpose will  
after advertising the time, terms  
and place of sale for thirty days  
by posting written or printed  
notices at the front-door of  
the Court-house of this  
county, at the post-office  
in Pennington Gap, and at  
the Penningtons store, offer said  
lands or enough thereof to pay  
said sums of money and the un-  
paid costs of these suits and com-  
missions of sale for sale at  
public outcry and to the best  
and highest bidder at the front door  
of the Court-house of this county,  
on some court day on a credit of  
nine & eighteen months time, except  
a sum sufficient to pay all accrued



and unpaid costs and commissions  
of sale, and for the residue  
take bonds payable to himself  
as such Commissioner bearing  
interest from date of sale which  
when due he will collect and  
and pay over to those entitled as  
aforesaid. But before entering  
upon the duties herein ~~of~~ imposed  
upon him, the said Huntington  
will execute bond ~~for~~ in a  
penalty of \$800<sup>00</sup> before the  
Clerk of this Court, conditioned  
as the law requires in such cases.  
And he will report his action  
to Court, and this order is continued.

D. M. Smith & al

vs Loren

A. B. Huntington & al

\$10,332

Entered this  
March 4<sup>th</sup> 1896.  
W. L. M.



D.H. Smith Com. pit.  
vs. In Chancery.  
A.B. Munsy adm. et als Defts.  
and

E.W. Pennington Comr. etc. Compit.  
Vs.

Mary J. Ely et als. Defts.

These causes came on this day to be heard upon the papers formerly read therein, the report of Commissioner E.W. Pennington filed herein on the 15th. day of Nov. 1894, and the report of Comr. A.M. Goins filed herein on the 15th. day of Nov., 1894, and was argued by counsel: On consideration of all which, and it appearing to the Court from the report of Comr. Pennington that that he has collected ~~all the money~~ the sum of \$287.13 and has paid the same out to the creditors mentioned in Comr. Goins report filed in this <sup>first</sup> named cause on the 20th. day of November, 1890, as appears from the vouchers ~~therein~~ filed with the said report of said Pennington of Nov. 15th., 1894, it is adjudged ordered and decreed that the said report and disbursements be and ~~are~~ <sup>are</sup> hereby confirmed. And it further appearing from said Comr. Goins <sup>report</sup> filed herein on the 15th. day of Nov., 1894, that the purchaser of the said lands, J.D. Pennington, has failed to comply with the terms of his purchase by the non-payment of the purchase money due thereon; and it appearing from ~~an~~ inspection of the said notes that there is now due \$233.04 with legal interest thereon from the 21st. day of August 1893, and that the said J.D. Pennington, J.L. Pennington and Wm. Pennington are the obligors in the said notes, it is therefore adjudged, ordered and decreed that a rule be awarded against each of them, returnable to the first day of their next term of this Court, to show cause, if any they can, why they should not be compe



D. H. Smith

Vs/ Decree.

10

A. B. Munsey, admr. et als.

Entered in Chancery  
Credit Book Page

45

Enter this  
Nov. 15<sup>th</sup> 1894

H. H. H.

adjudged to pay the said sum of money, and why  
the said land should not be resold to pay the said purchase  
money. And this cause is continued.



D. H. Smith

vs.

A. B. Munsey, Admr. &c. & al.

} In Chy.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Comm. A. M. Goins, filed Feb. 24, 1894; and said report, having been filed the required number of days before the entering of this decree, and the same being unexcepted to, is hereby confirmed. And it appearing from said report that J. D. Pennington, the purchaser, has failed to comply with the terms of his purchase by the non-payment of the first one of the purchase money notes due thereon; and it appearing by an exhibition of said note that there is due \$116.52, with legal interest thereon from the 21<sup>st</sup> day of Aug., 1893; and the said J. D. Pennington, J. L. Pennington and Wm. Pennington are the obligors in said note, it is ordered that a rule be awarded against each of them, returnable to the first day of the next term of this court, to show



cause, if any they can, why  
 they should not be adjudged  
 to pay said note, and why  
 so much of said land as  
 may be necessary, purchased  
 by J. D. Pennington in this cause,  
 should not be sold to pay  
 said purchase money note.  
 And this cause is continued.

" // "

D. H. Smith

vs. Decree 9

A. B. Muncy, Admors.

et al.

Col. B. Reg. 538

Mich 9<sup>th</sup> 1894

Enter this,

Mar 9, 1894,

H. J. K. M.



D. H. Smith

vs.

A. B. Munsey, Admr. &c. et al. } In Chy.

This cause came on again to be heard upon the papers formerly read therein and the report of Court A. M. Goins, filed on the 18<sup>th</sup> day of Oct., 1893, and was argued by counsel. On consideration of all which, and it appearing to the court that said report is unexcepted to, it is therefore adjudged, ordered and decreed that said report and sales therein set out be and are hereby confirmed; and it appearing necessary from said report, it is further adjudged, ordered and decreed that H. A. G. Barron, J. M. Zion and John P. Graham, who are hereby appointed commissioners for the purpose, will go upon the lands in the bill and proceedings mentioned, and lay off and assign to J. D. Pennington, the purchaser thereof, five and sixty-four one-hundredths (5.64) acres of the bottom land adjacent to the dower lands which was assigned to Mary J. Ely, and by her deeded to said



J. D. Pennington. Said Court, will lay off said 5.64 acres so as to be ~~the least~~ as little damage as possible to the residue of the tract; and they will report their action to the next term of this court.

Said Court. Going will collect the deferred payments on said sales when they become due, and pay them out to those entitled thereto, as appears by a report filed in this cause Sept. 1<sup>st</sup>, 1892. And this cause is continued.

H

D. H. Smith

vs Deere &

A. B. Munsey

Admrs. &c. et al.

Entered Ch. O.B. p 5312

Nov 15<sup>th</sup> 1893

Enter this decree

this Nov. 15<sup>th</sup>, 1893

W. H. C. M.



E. W. Huntington. Comr. & Compts.

vs. } In Chancery

Mary J. Ely et al      Defs

This cause came on a-  
gain to be heard upon the papers  
formerly read in the cause, and  
the report of Comr. Louis ~~showed~~  
filed herein October, 14<sup>th</sup> 1893:  
On consideration of all which  
and for reasons appearing to the  
Court said Louis will turn over  
and pay to said plaintiff the said  
sum of \$99.84 shown in said  
report to be in his hands taking  
his voucher for the same and  
that cause is continued.



E. M. Huntington Cur.

vol } done

Mary J. Ely et al

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Entered Ch. O.B. p. 525-  
Nov. 14<sup>th</sup> 1893.

Enter this  
Nov 14 1893.

H. L. K. M.



D. H. Smith vs. Couplet

vs.

A. B. Munsey admiral of Defts

This cause came on again this day to be heard upon the papers formerly read therein and the report of Court. H. M. Goins showing the indebtedness of E. B. Turner dec'd. - which report was filed in this cause on Sept. 1<sup>st</sup> 1892, and the same being accepted to, it is therefore adjudged ordered and decreed that said report be and is hereby confirmed and that Jonathan S. Turner recover from said administration of said E. B. Turner the sum of \$117.76 with legal interest thereon from Nov 7<sup>th</sup> 1892 till paid, that L. F. Kirk recover of said administration the sum of \$39.75 with legal interest thereon from the 1<sup>st</sup> day of Nov. 1892 till paid and that John D. Meyers recover from said administration the sum of \$63.61 with legal interest from Oct 1<sup>st</sup> 1892 till paid. And it appearing from said report that said administration has no effects in his hands as the adms. of E. B. Turner dec'd.



and it being probable <sup>the rents & profits of the</sup> ~~that~~ land of  
said decedent will pay said sums  
of money in five years, it is ad-  
judged ordered and decreed that  
unless said sums of money be  
paid within 30 days from this date  
then ~~at~~ Mr. Goins who is hereby  
appointed a special Comm. for the  
purpose after advertising the  
time, terms & place of renting for  
30 days by written or printed notices  
posted in the neighborhood of said land  
at the front door of the Court house  
of Lin County, Va. and at such other  
places as he may deem proper,  
at the front door of the post-office  
in the town of Pennington Gap, Va.,  
offer said land for rent at public  
auction to the best bidder who will pay  
said sums of money for the least num-  
ber of years less than five together with  
<sup>unpaid</sup> the ~~costs~~ of this suit and commis-  
sions for renting. Of the person renting  
said land he will bonds payable to  
himself as such Comm. for the amt.  
of renting bearing interest from day  
of renting & with good personal  
security, except a sum sum suf.



sufficient to pay the unpaid costs  
in this suit, and commissions of  
renting he will require to be paid  
down. But before entering upon  
the duties of the requirements of  
this decree he will execute bond  
before the clerk of this court  
in the penal sum of \$250<sup>00</sup>  
conditioned to faithfully perform  
his duties as such couns. and to  
account for all moneys by him  
received - by him. And he will report  
his action to court. and this  
cause is continued.



D. H. Smith

vol Decem 6

A. B. Murray & Co

Entered by

C. B. page 445-6

J. A. S. Hyatt & Co

Enter this

March 9 1893

H. A. S. Hyatt & Co



D. H. Smith, - - - Compt.  
vs. In Chancery.

A. B. Muncy, Admr. &c. et als, Defts.

This cause came on this day to be heard upon the papers formerly read therein and the report of Comr. A. M. Goins, filed herein on the 20<sup>th</sup> day of May 1893; & on consideration of all which, and it appearing from said report that said land, after having been offered pursuant to the terms of the decree entered on the 9<sup>th</sup> day of March 1893, would not rent for a sum sufficient to pay the debts in this cause mentioned, it is therefore adjudged, ordered, and decreed that said A. M. Goins, who is hereby appointed a special Commissioner for the purpose, after advertising the time, terms and place of sale for 30 days by notices posted at the front door of the Court-house, and at the Post-Office at Pennington Gap, and at such other places as he may think necessary, do sell, to the highest and best bidder, at public outcry, <sup>at the front door of the Court-house</sup> on a credit of six and twelve months, except a sum sufficient to pay the costs of this suit and the commissions of this sale, <sup>the reversionary interest in</sup> that portion of the real estate of which C. B. Muncy



her d'ced seized as has been laid  
off and assigned <sup>Mary J. Turner,</sup> to the widow  
of said C. B. Turner, <sup>as and for her dower interest,</sup> dec'd. And if  
it be ascertained after selling said  
reversionary interest above specified  
that the same has not sold for a  
sufficient sum to pay the indebtedness  
as set out in the decree entered in  
this cause on March 9<sup>th</sup>, 1893, together  
with interests on same as specified  
in said decree, and the costs of this  
suit and the commissions of this  
sale, then he will further sell that  
portion of the real estate of which  
said Turner, d'ced, seized as has been  
been laid off and assigned to his  
children, or so much thereof as will  
be necessary to pay the residue of  
said indebtedness above specified, together  
with - the - interests, - costs, - commissions &c.  
as above set - out. He will require the  
costs of this suit and the commissions  
of sale paid him in hand and for the  
residue he will take bonds payable  
to himself as such commissioner  
with good and approved personal  
security. But before said Commissioner  
enters upon his duty he will execute



bond before the clerk of this court in  
the penal sum of \$500, conditioned for  
the faithful performance of his duty  
as such Comr. and to account  
for all moneys so received. And  
he will report his action to court.  
And this cause is continued.



D. H. Smith

vs Decree. 7

A. B. Muncy Admrs,  
et als.

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Entered on O. T. B.

Page 494.

June 9, 1893

J. A. S. S. S. S. C

Enter this Decree.

June 9, 1893.

H. S. K. M.

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E. W. Pennington Comr or Compt

vs.

Mary J. Eily et als Defts

In Chancery

This Cause came on again this day to be heard upon the papers formerly read therein and the report of Commr. A. M. Goins reporting the sale of the land in the bill & proceedings mentioned, and exceptions filed thereto by James S. Pennington numbered one, two, three, four, five & six: On consideration of all which and for reasons appearing to the court exceptions number one, two, three, five and six are overruled and exception no. four is sustained: And on consideration of all which, and it being stated at bar that said James S. Pennington has paid said Goins Comr. or \$200<sup>00</sup> That said sale & report be set aside. Out of said \$200<sup>00</sup> said Goins will pay to Wm M. Pennington the sum of \$147.57 the amt. paid, at the time of his purchase of said land and the residue of said \$200<sup>00</sup> he will pay to said plaintiff. And said Goins will



also deliver up to said J<sup>r</sup> M. Pennington his note of \$199.69 given on the purchase price of said land. And it is further adjudged ordered and decreed That J. L. Pennington who is hereby appointed a special Commr. for the purpose do taken, state and ascertain all the liens against said land, their nature and amount and to whom & when due, and the rental value of said land. And he will report his action to Court & certify the coming in of which report this cause is continued

E. W. Pennington Comr

21 { 1893

Mary J. Dyke & al

Entered on 073

Page 487.

June 8, 1893

J. A. McPherson

Entered this case

June 8th 1893

W. A. McPherson



E. W. Pennington Compt. & Compt.

vs.

Mary J. Ely et al Defts

} See leave

This cause came on this day to be heard upon the bill of the Compt. and ex libito filed therewith. And it appearing that process has been duly served in this cause for more than 15 days before the first day of this term of the Court upon said Defendants, and they failing to appear to or answer to the same, on motion of said plaintiff said ~~leave~~ is taken for confessed. And on consideration of all which and for reasons appearing to the Court it is adjudged, ordered and decreed that Compt. recover of said Defts. Ely & Pridemore the sum of <sup>\$213.58</sup> ~~\$202.24~~ with legal interest <sup>on \$202.24 of said sum</sup> ~~thereon~~ from the 6th day of January, 1891 till paid and ~~\$11.34~~ and his costs in this suit; and that A. L. Pridemore recover from said Mary J. Ely the sum of \$50.24 with legal interest thereon from the 6th day of January, 1891 till paid. It is further adjudged ordered and decreed that unless said two sums of money be paid within 20 days from this date together with



with the costs of this suit, then and in  
that event said defendants, their heirs  
and all persons claiming by, through  
or under them shall be from thence-  
forth forever barred and foreclosed of  
and from all equity of redemption of  
the land in the bill & proceedings mentioned,  
and in the event of default in the payment  
of said sum of money or any part there-  
of and the costs of this suit That H. M.  
Goins who is hereby appointed a special  
comr. for the purpose, do after ad-  
vertising by written or printed notices  
the time, terms and place of sale for  
20 days posted at the front door of the  
Court house of Lin County, Va., and at  
the post-office in the town of Pennington  
Gap, Va. and at such other places as he  
may deem proper proceed to sell the  
at the front door of the Court house on  
some Court day said land or so much  
thereof as may be necessary to pay said  
sum of money and the costs of this suit  
at public outcry and on the following terms  
to wit: an amount sufficient to pay the  
costs of this suit, commissions of sale and  
one-third of said debts to be paid down  
by the purchaser and the residue on



on a credit of six months time. And  
for the deferred payment he will take  
a bond payable to himself with good per-  
sonal security, bearing interest from date  
of sale. But said Goins before entering  
upon the duties of the requirements of  
of this decree will execute bond before  
the Clerk of this Court in a penalty of  
\$500<sup>00</sup> conditioned as the law requires  
of such cases. And he will report his  
action to this Court. And this cause is  
continued.



E. W. Huntington Cur.

as { Stone no 1

May 2. Dy at al

---

Entered Chcy  
O.B. pages 43d-7.  
March 7<sup>th</sup> 1893  
J. Als Hyatt

Enter this  
March 7 1893.  
H. S. N. M.  
~~W. S. N. M.~~



D. H. Smith. - - - Comptt.

vs  $\frac{2}{3}$  In Chancery

A. B. Munsey Admr. & c. & als. Deft.

Upon calling this cause at the present time, it was suggested that there were yet other claims out standing against the estate of Chad<sup>B. M.</sup> Turner dec'd which had not been passed upon or allowed as charges in this cause. On the motion of the plff. it is ordered that A. M. Gains, the Comr. who took a former account therein, do take and state an additional account therein of any other out standing debt against said estate, and he will report his action under this decree to the court, and this cause is continued.



L. H. Smith

C. B. Turner

vs. Decree 5

A. B. 7 Munday Adm

Testimony of

C. B. Turner

June 10th 1892

Page 10

Page 11

Page 12

Page 13

Page 14

Page 15

Page 16

Page 17

Page 18

Page 19

Page 20

Page 21

Page 22

Page 23

Enter this.

H. S. Smith

June 10th 1892



D. H. Smith

vs

J. B. Murray et al

} In Chancery

This cause came on again this day to be heard upon the papers formerly read therein and the reports of the writing by Court. D. H. Amington of the land in the bill and proceedings mentioned filed Jan. 22<sup>nd</sup> 1891 but it appearing that said report has been filed in said cause for more than ten days before the first day of this term of the court, and that the same is unexcepted to, it is therefore adjudged, ordered and decreed that said report and writing be and is hereby confirmed, and that said cause when said note becomes due, the will collect the same and pay into this proceeds to those entitled thereto as shown by Court. Jones statement filed Nov. 20<sup>th</sup> 1890 and confirmed 5<sup>th</sup> 4<sup>th</sup> 1890. And this cause is continued



D. H. Smith

ss. } scene 4

A. B. Munnery above

Q. 1000 - 1000 ft.  
P. 526-7 - April 1891  
H. S. K. M.

Enter this  
April 2 1891  
H. S. K. M.



D. H. Smith Comptroller

vs.

A. B. Murray administrator et al Deft.

} In Chancery

This cause came on again  
this day to be heard upon the papers  
formerly read therein and the report  
and statements of Comr. Goins,  
showing the indebtedness of  
the estate of C. B. Turner and the  
standing of the administration ac-  
count of said A. B. Murray, and it  
appearing that said report and state-  
ments have been filed more than  
ten days and are unexcepted to; it  
is adjudged, ordered and decreed  
that said report and statements  
be confirmed, except that part  
of said report which shows that  
the land in the list mentioned will  
not rent for a sum sufficient  
to pay the debts reported by said com-  
and the costs of this suit in five  
years, is by consent of counsel  
agreed to be not confirmed. It is  
further adjudged, ordered and de-  
creed that the several indebtedness  
of said estate as reported by said  
comr. Goins recover from



A.B. Munsey admr. of the estate of  
said C. B. Turner the debts shown  
to be due there, and interest thereon,  
by said court. Gains report, and the  
costs of this suit: And if said  
debts, interest and costs be not  
paid in 30 days from the rising of  
this court, by consent of A.B.  
Pridemore who represents the debts,  
and E. W. Huntington who represents  
the plaintiff in this cause, it is  
adjudged, ordered and decreed that  
E. W. Huntington, who is hereby ap-  
pointed a court for the purpose  
will proceed to rent the land in the  
list and proceedings mentioned to  
the highest bidder and at public  
outing at the front door of the court-  
house of La County, on some  
court day, if the same will rent  
for a sum sufficient to pay said  
debts, <sup>interest &</sup> costs of this suit within  
two years from the time of offering  
the same for renting. But if on  
offering said land for rent as afore-  
said and no one will bid a sum  
sufficient to pay the reported indebted-  
ness <sup>of said estate</sup>, interest thereon and the costs



of this suit - in two years from the  
 time of offering the same for rent, then  
 at the same time and place  
 said ~~Pennington~~ <sup>shall</sup> offer for sale  
 to the highest-bidder ~~by~~  
 by the assessor as much of the land in  
 the lize & proceedings mentioned on the  
 western side thereof and so as to include  
 as much of the mountain land as of  
 the level land, as will be necessary  
 to pay said indebtedness, interest thereon  
 and the costs of this suit and com-  
 missions of sales, as a credit of  
 9 & 18 months. The renter in the  
 first instance ~~and~~ or the purchaser  
 in the last instance, said com-  
 missioner to execute bonds payable to  
 himself, and bearing interest from  
 date of renting or sale with good  
 personal security and in the case of  
 renting on one and two years time &  
 in the case of a sale on the time  
 aforesaid, except a sum sufficient  
 to pay the costs of this suit and the  
 commission of renting or sale he  
 will require to be paid down. But  
 before offering said said land for rent  
 or sale he will <sup>at the time, terms & place of renting or sale</sup> advertise, by posting  
 notices at such <sup>other</sup> places as said com-  
 missioner may deem advisable, as well as at



F.R. Stickley's Store and at the front-  
 door of the Court-house of the County.  
 for 20 days. Said Court. before pro-  
 ceeding to perform the duties herein  
 imposed upon him will execute  
 bond in a penalty of \$4000 before the  
 clerk of this Court with approved se-  
 curity, and conditioned to faithfully  
 perform his duties as such Court. And  
 by consent of Council it is further ad-  
 judged ordered and decreed that so much  
 of the decree heretofore <sup>entered in this case</sup> directing a partition of  
 and assignment of dower out of said land  
 is hereby annulled and set aside. And this  
 cause is continued.

D. H. Smith

v. Greene 3.

A. B. Mumery Attorney

Remedy C. B. No. 1. of 302

1881

Enter this  
Dec. 8/90

145 N. M.



N. H. Smith Compt.

vs.

In Chanc.

A. B. Minnyadam & et al Defts

This cause came on again this day to be heard upon the papers formerly read in the cause. On consideration of all which <sup>on motion of pett &</sup> and for reasons appearing to the court it is adjudged ordered and decreed that so much of the decree entered in said cause on the 2nd day of April, 1890, that directs the return of the land in the bill and proceedings mentioned be and is hereby set aside. And it is therefore adjudged ordered and decreed that L. M. Carnick, Wm. Cunningham, J. K. P. Kelly, H. N. G. Barron and James M. Zinn who is hereby appointed a court for the purpose to go upon the land in the bill and proceedings mentioned and lay off and assign to the defendant Mary J. Turner one fourth of said land in equal value and fee simple and one third of the residue ~~of~~ to said Mary J. Turner for her life or and for her dower in the estate of said C. B. Howard decd. and other three-fourths of said <sup>land</sup> subject to the said dower of said Mary to the <sup>said</sup> heirs at law of said C. B. Turner decd. Said court will assign said Mary



1 C. Turner's two interests adjoining each  
 2 other and <sup>surrounding</sup> ~~including~~ the dwelling  
 3 where she now lives and in such  
 4 partition and assignment said  
 5 dower will have due reference to  
 6 water, ways, timber, quantity and  
 7 quality of said land. and they  
 8 will report their action to the next  
 9 term of this court.

10 And it is further adjudged,  
 11 ordered and decreed that A. M. Gains  
 12 who is hereby appointed a special  
 13 commissioner for the purpose do take  
 14 state and settle the administration  
 15 account of N. B. Munsey admr. of  
 16 said C. B. Turner's estate. he will  
 17 will also make a statement and  
 18 a report of the indebtedness of the  
 19 said C. B. Turner, showing therein  
 20 to whom & when any debt is due and  
 21 their priorities, if any. He will fur-  
 22 ther ascertain whether the <sup>rights & profits</sup> ~~estate~~ <sup>of the said</sup> ~~estate~~  
 23 of the said decedent will pay ~~the~~ his  
 24 indebtedness, its interest and the costs  
 25 of this suit within five years. And  
 26 said commr. will report his action to <sup>together with any other matter deemed pertinent by</sup>  
 27 future term of this court. And this case  
 28 is continued

himself or of any of said parties

5. H. Martin

or Green no. 2

A. B. Munsey admr. of the

Court of Chancery

Sept 2nd 1890

Adm. of estate

under this  
 Sept. 2nd 1890

H. H. H.



J. H. Smith Comp<sup>ly</sup>.

62

In Chancery.

C. B. Murray adm - K & Deft

This cause came on this the 2<sup>nd</sup> day of April, 1890, to be heard upon the bill of the Campbell's exhibits filed therewith and the answer of Geo. Turner, <sup>Lt.</sup> Turner, Marie Turner, Wm. Turner Jr., Susan Turner, Annie Turner, Minerva Turner, and Elizabeth Turner infants by their guardians ad litem. And it appearing that the adult defendants in said cause have been duly served with process for more than 15 days before this term of the court, and they failing to appear, on motion of the Campbell's, the court doth take his bill for confessed. In consideration of all which and for reasons appearing in to the court it is adjudged, ordered and decreed that the Campbell's recover \$100 with legal interest thereon from Jan - 6<sup>th</sup> / 87 till paid and the costs of this suit. <sup>A B memory address of the</sup> ~~from the estate of the said C. B. Turner dec'd.~~  
It further appearing to the Court that ~~C. B. Adams has nothing~~ <sup>it is further</sup> adjudged, ordered and decreed that if said recovery be not paid said plaintiff within 60 days from the adjournment of this court, then E. H. Purington who is hereby appointed a special commissioner for the purpose will proceed to rent the land in the bill and proceedings mentioned for the shortest period that <sup>the</sup> same will be rent to pay said debt & costs & interest, he will



1 run the same either publicly or privately  
 2 as to him may seem most advantageous,  
 3 and if publicly either at the front door of  
 4 the court house or on the premises, by  
 5 advertising the times, times and place of  
 6 sale for 30 days. At such meeting he  
 7 will require of the renter a sum suffi-  
 8 cient to be paid in hand to pay the costs  
 9 of this sale and expense of sale & for the  
 10 residue he will take bonds with good  
 11 security payable to himself. But before  
 12 performing the duties of this decree  
 13 said court will execute bond with good  
 14 security before the clerk of this court  
 15 in a penalty of \$2000. conditions as  
 16 the law requires in such cases, and he  
 17 will report his action to court and this  
 18 decree continuing

25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 S. H. Smith

as - } Decree

A. B. necessary acknowledgment.

Entered in Chanc. C. 18.

p- 267 p. 267

J. A. M. Hyatt.

Enter this  
 April 2/90.  
 J. A. M. Hyatt



Virginia

At a circuit court continued and held for Lee County at the Court house thereof Thursday March 5<sup>th</sup> 1896

D H Smith Complt

vs

A B Munsey admr et al Defts

and

E W Pennington

Complt

In Chy

vs

Mary J Ely et al Defts

These causes came on again this day to be heard upon the papers formerly read therein, and the report of Comr A M. Soins filed therein on February 18<sup>th</sup> 1896, and was argued by counsel; and it appearing that said report has been filed for more than ten days before the first day of this court and is unexcepted to it is adjudged ordered and decreed that report and statements therewith be and are hereby confirmed and that A L Pridemore has a first lien by reason of a Mortgage on the share and interest in the lands which the said Mary J Ely had in the lands belonging to the estate of Wm Turner decd and which have been by her conveyed to J D Pennington for the sum of \$394.45



with legal interest on \$306.00 from this day, and that J. P. Myers Guardian &c has a lien for \$73.48 with interest on \$49.41 from this day. That Joannah Turner has a like lien for \$135.33 with interest on \$94.65 a part thereof from this day, on the residue of the lands which the said J. D. Pennington owns in the real estate that once belonged to Wm. Turner, and each an equal and like second lien of that part of said land on which said Pridemore has his lien and it is further adjudged ordered and decreed that A. L. Pridemore recover from said J. D. Pennington the sum of \$394.45 with legal interest on \$306.00 part thereof from this day till paid, but said Pennington is not personally liable therefor, that said J. P. Myers recover from the said J. D. Pennington the sum of \$73.48 with legal interest on \$49.41 a part thereof from this day, and that said Joannah Turner recover from the said J. D. Pennington the sum of \$135.33 with interest on \$94.65 a part thereof from this day and if the said sums be not paid within 30 days from this day to those entitled



by the said Pennington, then D<sup>o</sup> Sewell who is hereby appointed a special Comr. for the purpose will after advertising the time terms and place of sale for thirty days by posting written or printed notices at the front door of the Court house of this County, At the Post office in Pennington Gap, and at W<sup>m</sup> Penningtons Store offer said lands or enough thereof to pay said sum of money and the unpaid costs of these suits and commissions of sale for sale at public outcry and to the best and highest bidder. at the front door of the Court house of this County, On some Court day on a credit of nine & eighteen months time, except a sum sufficient to pay accrued and unpaid costs and commissions of sale and for the residue take bonds payable to himself as such Commissioner bearing interest from date of sale, which when due he will collect and pay over to those entitled as aforesaid, but before entering upon the duties herein imposed upon him the said D<sup>o</sup> Sewell will execute bond in the penalty of \$800.00 before the Clerk of this Court conditioned as the law directs in such cases, and he will report his



D H Smith

<sup>vs</sup>  
A B Munsey admotal

and

E W Pennington Comr

vs Copy of Deed  
Mary J Ely etals

Executed March 1912  
18% by delivering on  
office Copy of the  
within Names to

D R Sewell

Wm P Weston

~~the~~  
Copy for D R Sewell

C 8/50

action to Court. And this cause is  
continued

A Copy Leste

A B Munsey Clerk



Virginia

at a circuit Court continued and  
held for Lee County at the Court-house  
thereof on Monday June 10<sup>th</sup> 1893-

D H Smith

against

A B Munsey admr et al  
<sup>and</sup>

E W Pennington Comr

against

Mary J Ely et al

In Chancery

On motion of A L Pridemore  
a creditor of Mary J Ely these two Causes  
are brought on to be heard together & on  
his further motion a rule is awarded  
against A. M Goins a Commissioner in  
said Second Styled Cause to show Cause  
if any he can why he shall not pay to  
the said Pridemore the debt ascertained  
to be due him & reported in said Cause  
and A M Goins, who is hereby appointed  
a Commissioner for the purpose will as-  
certain & report whether or not at the time  
of the said Sale, <sup>in</sup> said Causes mentioned &  
reported the said Pridemore did not have  
& hold a paramount lien upon the lands  
of Mary J Ely to that for which said lands  
was sold, he will also ascertain all  
other liens if any, against said land



A Copy Liste AB Mursey Clerk

Presented August 15/1  
 1875 By J. D. P.  
 a copy of the author's  
 to J. D. P.  
 By E. S. P.  
 for Mr. P. W. P.  
 S. Z. L.

Copy for J. S. Pennington  
\$1.00



Virginia

At a circuit Court continued and held  
for Lee County at the Court house thereon Friday  
March the 9<sup>th</sup> 1894

D. H. Smith

Plff.

VS

A. B. Munsey Admroe et al Defts

In Chancery

This Cause came on again this day to be heard upon the papers formerly read therein and the report of Comr. A. M. Goins filed Feb'y 24<sup>th</sup> 1894 and said report having been filed the required number of days before the entering of this decree and the same being unexcepted to is hereby confirmed. And it appearing from said report that J. D. Pennington the purchaser has failed to comply with the terms of his purchase by the non payment of the first one of the purchase money notes due thereon; and it appearing by an exhibition of said note that there is due \$116.22 with legal interest thereon from the 21<sup>st</sup> day of Aug 1893. and that J. D. Pennington J. L. Pennington and W<sup>m</sup> Pennington are the obligors in said note; it is ordered that a rule be awarded against each of them returnable to the first day of the next term of this Court to show cause if any they can why they should not be adjudged to pay said note; and why so much of said land as may be necessary purchased by J. D. Pennington in this Cause should not be sold to pay said purchase money note. And this Cause is continued. A copy Teste  
A. B. Munsey Clerk



(Circuit)

D. H. Smith

Copy of Decree.

A B Munsey Adm'r et al  
1st day June Term 1894

Executed April 23. 1894

By Delivering a copy

of Decree to J D T

J L & Wm Pennington

M R Kirk D S

for B & February

S & C

Clerk \$1.00



Virginia

At a circuit court continued and held  
for Lee County at the Court house thereof on  
the 15th day of November 1893

D. H. Smith.

Plff

VS

A. B. Munsey, Admr & et als Defts

In Chancery

This Cause came on again  
to be heard upon the papers formerly read  
therein and the report of Commr A. M. Goins  
filed on the 18th day of October 1893, and  
was argued by counsel. On consideration  
of all which and it appearing to the Court  
that said report is unaccepted to, it is  
therefore adjudged ordered and decreed that  
said report and sales therein set out be  
and are hereby confirmed; and it ap-  
pearing necessary from said report, it is  
further adjudged, ordered, and decreed that  
W. N. G. Barron, J. M. Zion and John P. Graham  
who are appointed commissioners for the  
purpose, will go upon the land in the  
bill and proceedings mentioned, and lay  
off and assign to J. D. Pennington the  
purchaser thereof, five and sixty four one  
hundredths (5.64) acres of the bottom land  
adjacent to the lower lands which were  
assigned to Mary J. Ely, and by her  
deeded to said J. D. Pennington, over



Said Comrs will lay off said 5.64  
acres so as to be as little damage as possible  
to the residue of the tract; and they will  
report their action to the next term of this court  
Said Comr Goins will collect the deferred  
payments on said sales when they become  
due, and pay them out to those entitled  
thereto, as appears by <sup>a</sup> report filed in this  
cause Sept 1st 1892. And this cause is  
continued

A copy List

A. B. Munsey clerk

D. A. Smith  
Copy of Decree  
A. B. Munsey

C 1.25

For Mr. J. B. Bann



Virginia

At a circuit Court Continued and  
held for Lee County at &c Sept. 2. 1890,

D. H. Smith

Plff

vs  
In Chancery

A. B. Munsey Admr. et al Defts

# # # And it is therefore  
adjudged ordered and decreed  
that L. M. Carnical, Wm Pennington  
J. K. F. Kelly, Wm N. G. Barron and  
J. M. Zion who are hereby app-  
ointed Commissioners for the purpose  
do go upon the land in the Bill  
and proceedings mentioned and  
lay off and assign to the Defendant  
Mary J. Turner one fourth of said  
land in equal value in fee sim-  
ple; And one third of the residue  
to said Mary J. Turner for her life,  
as and for her dower in the  
estate of L. B. Turner deceased;  
and the other three fourths of  
said land, subject to the said  
dower of said Mary J. Turner  
to the said heirs at law of said  
L. B. Turner dec'd; Said Com-  
missioners will assign said Mary  
J. Turners two interest adjoining  
each other and surrounding  
the dwelling where she now lives



and in such partition and assignment  
 said Commissioners will have due  
 regard and reference to water ways,  
 timber, quantity and quality of said  
 5 copies land, and they will report their  
 action to the next term of this Court.  
 Copy-  
 Teste. J. G. Hyatt Clerk

L. A. Smith  
 W. J. Oby Decree  
 A. B. Mursey Admetel

Executed by delivering a  
 copy of the within to William  
 Benjamin one to W. J. Oby  
 one to J. G. Hyatt one to  
 P. M. Pearson one to  
 A. B. Mursey one to

Executed by delivering a  
 copy of the within to William  
 Benjamin one to W. J. Oby  
 one to J. G. Hyatt one to  
 P. M. Pearson one to  
 A. B. Mursey one to

Fee for copies \$2.00  
 Pearson fee \$2.00



D. H. Smith,

Plff.

vs In Chancery.

A. B. Muncey, Admr, &c. et al, Defts.

The deposition of Geo. F. Crider  
taken before me A. M. Goins, Comr. in  
the above styled cause at my office  
in the town of Jonesville on the 17 day  
of Nov. 1890. to be read as evidence in  
behalf of D. H. Smith in a certain  
suit in chancery now pending in  
the Circuit Court of Lee County, Va.  
wherein D. H. Smith is plaintiff and  
A. B. Muncey <sup>Admr &c.</sup> and others are defendants

George F. Crider a witness of lawful  
age after having first been duly sworn  
deposes and says: - That he is acquain-  
ted with the lands owned by C. B. Turner  
in his life time; that he has heretofore  
cultivated a portion of the same and  
that therefore he knows something of  
its rental value. He says that the ren-  
tal value of said land exclusive of  
the interests and rights of Mary J. Turner,  
the widow of said C. B. Turner, is worth about  
\$35.00 per year.

Further this deponent saith not.

Geo. F. Crider.

Virginia: Lee County, to wit:



I, A. M. Goins, Special Commissioner in the above  
styled <sup>cause</sup>, do hereby certify that the foregoing dep-  
osition was duly taken under oath ~~and~~  
subscribed before me, and at the time and  
place as above mentioned.

Given under my hand, this 17 day of Nov. 1890

A. M. Goins,

Special Commr.

"8"

J. H. Smith -  
Deposition of Geo. W. Smith  
A. B. Munney Adm'r & c.



D. H. Smith, Compt.

vs. In Chancery.

A. B. Muncy, Admr. &c. et al., Defts.

The undersigned, in pursuance of a decretal order of the Circuit Court of the county of Lee, pronounced on the 2<sup>nd</sup> day of Sept., 1890, in the above styled cause, having given due notice to all parties concerned, proceeded on the 14<sup>th</sup> day of Nov., 1890, to execute said order; and the proceedings having been thence forward regularly adjourned from time to time, and being at length completed, the result is herewith respectfully submitted.

1<sup>st</sup> The undersigned ascertains from A. B. Muncy, Admr. &c. of C. B. Turner, dec'd that no effects went into his hands as administrator of said Turner's estate. — See certificate of A. B. Muncy, Admr. &c. herewith filed marked "P."

2<sup>nd</sup> The undersigned, after receiving and considering such proof as was offered reports a statement of all such debts and demands as appear to him to be sufficiently proved, that are outstanding against said decedent or his estate. The result of this statement may be seen by reference to



Statement hereto annexed, and which shows \$276.22, outstanding indebtedness, due as of Dec. 1, 1890. These charges are all of equal dignity, except the ones in favor of H. S. Crowell, S. R. Smith, and M. D. Richmond's estate; these last three being expenses incurred in the burial of the deceased, and are therefore preferred claims.

3<sup>d</sup> The undersigned was also directed to ascertain whether or not the rents and profits of the real estate owned by said decedent at the time of his death, would in five years pay his indebtedness. The evidence obtained on this point compared with Statement of Outstanding Indebtedness, shows that said estate would not rent for a sufficient sum to pay said indebtedness in five years. — See Deposition of Geo. T. Crider marked "S."

All of which is respectfully submitted,  
This Nov. 20, 1890.

J. M. Goins,  
Special Commr.



Statement showing the Indebtedness  
of the Estate of C. B. Turner, dec'd.

|                       |                                                                        |          |        |  |
|-----------------------|------------------------------------------------------------------------|----------|--------|--|
| "1"                   | Note due D. St. Smith, dated Jan. 6, 1887, with interest from date,    | \$100 00 |        |  |
| Paid                  | Interest on same to Dec. 1, 1890,                                      | 23 40    | 23 40  |  |
| "2"                   | Note due Noble Smith, dated Oct. 5, 1884, with interest from date,     | 23 88    |        |  |
| (Pay to H. J. Morgan) | Interest on same to Dec. 1, 1890,                                      | 8 80     | 32 68  |  |
| "3"                   | Acct. due H. S. Crowell, dated Aug. 5, 1889. Coffin for dec'd,         | 12 00    |        |  |
| Paid                  | Interest on same to Dec. 1, 1890,                                      | 96       | 12 96  |  |
| "4"                   | Acct. due D. R. Smith - shrouding for dec'd,                           | 17 75    |        |  |
| Paid                  | Interest on same to Dec. 1, 1890,                                      | 1 42     | 19 17  |  |
| "5"                   | Acct. due the estate of M. D. Richmond, for burial clothing for dec'd, | 2 50     |        |  |
| Paid                  | Interest on same to Dec. 1, 1890,                                      | 20       | 2 70   |  |
| "6"                   | Note due H. L. Pridemore, dated , with interest from                   | 5 00     | 5 00   |  |
| (Not filed)<br>Paid   | Interest on same to Dec. 1, 1890,                                      | 75 00    | 75 00  |  |
| "7"                   | Note due J. H. G. Hyatt, dated Aug. 9, 1887, with interest from date,  | 4 44     |        |  |
| Paid                  | Interest on same to Dec. 1, 1890,                                      | 87       | 5 31   |  |
|                       | Hints. of debts due Dec. 1, 1890,                                      |          | 276 22 |  |



D. H. Smith  
vs. { Comrs Report.  
A. B. Muncy, Admr. & etc.

Filed Nov. 20, 1890

J. A. G. Hyatt Clerk

"B"

I hereby certify that I  
have been engaged this  
morning in this suit  
and report the

Fee for same, \$5.00;

4.00 and 1.00 and this  
Nov. 20, 1890. J. A. G. Hyatt  
Clerk



W. H. Smith  
vs.  
A. B. Manning Sheriff & Administrator } In Chancery

Your undersigned comes  
before me to report That at the Nov.  
Term 1870 of your Honor's Court, he  
was appointed a commissioner to sell the  
land in the last proceedings mentioned  
for two years, which after over-  
tiding the time, terms & place of sale  
for the time required by said order,  
on the 6th day of January,  
1871 at the front door of the Court  
House of La County and that  
being court day, he offered  
said land for rent and thereupon  
Mary J. Turner became the  
renter at the price of \$252.45  
of which sum she paid your Honor  
\$50.24 the costs & costs of sale  
and she executed to your Honor  
two notes for \$101.12 each and bearing  
interest from date with A. C. Prich-  
ard as security and payable in  
one and two years from the 6th  
day of Jan. 1871. Your Honor



disbursing said \$50. 24 as follows:

|                                            |         |
|--------------------------------------------|---------|
| To J. A. H. Hyde Clerk & guardian ad litem | \$13 50 |
| " Wm. Louis Cour. of accounts              | 5 20    |
| " L. M. Bacon & Schiff                     | 4 00    |
| " myself as atty. for                      | 10 00   |
| " " Cour. of sal                           | 11 77   |
| Total                                      | \$50 24 |

all which is submitted

Done 22<sup>nd</sup> 1891. C. H. [unclear] for Com.

Refd to  
by [unclear]

A. B. [unclear] [unclear]

Filed Jan 2/1891.

J. A. H. Hyde



KNOW ALL MEN BY THESE PRESENTS, That we

*E. W. Runington and  
A. B. Munsey*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

*Four hundred*

dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our  
and each of our heirs, executors and administrators, jointly and severally, firmly by these  
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,  
and any claim, right, or privilege to discharge any liability arising under this bond, or by  
virtue of said office or trust, in any currency, funds, counter claims or offsets other than  
legal-tender currency of United States. Sealed with our seals, and dated *6th* day  
of *December*, one thousand eight hundred and *ninty*

The Condition of The Above Obligation is Such, That if the above bound

*E. W. Runington*  
shall faithfully perform the duties of *his* office or trust, as *Commissioner*

*of sale of land*  
under a decree of the Circuit Court of the County of Lee, pronounced on the *3rd*  
day of *December*, 1870, in the suit therein depending

under the name and style of *D. H. Smith* Plaintiff

vs. *A. B. Munsey admr. et al* Defendant

and properly account for all sums of money *that he* may receive as  
such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the  
presence of

*E. W. Runington* (SEAL.)

*A. B. Munsey* (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit  
Court of the County of Lee, that

estate after the payment of all just debts, and those

for which bound as securit for others, and expect to have

to pay worth the sum of

dollars.

Given under my hand this day of

18

Teste: Clerk.



A. H. Smith

vs. Bonds

A. B. Murray admr &c



Land for Rent or Sale.

N. H. Smith

v2

Archery

A. B. Murray ad or et al

Pursuant to a decree rendered in the above styled cause at the Nov. term, 1890 of the Circuit Court for the County, the undersigned court, will proceed on the 1<sup>st</sup> day of the Jan. term, 1891, at the front door of the Court House of said County first to rent the same place of C. B. Kinner said to the highest-bidder if the same will rent for a sum sufficient to pay \$252. 45 in Two years. But if no one will rent said land for a sum sufficient to pay said \$252. 45, then the undersigned court, will offer at the same time and place to the highest-bidder for same a credit of 7 + 18 months time worth of said land on the western side thereof and so as to include an equal number of acres of both the level and mountain land, as may be necessary to pay said sum of \$252. 45.

The party renting or buying said land will be required to lay down the costs of this writ and commissions of renting and sale and execute notes for the balance bearing interest from date and with good security and in the event of renting payable in one and two years and of sale on the time aforesaid. This Dec. 6<sup>th</sup> 1891.

E. W. Pennington Court.

The land required by law has been given it

6-204.23

58.20-

11.97

252.45-

50.24



1591



4 8.50  
 5.00  
 8.50

Recd. of E. H. Pennington Court. ~~of~~  
 in the chancery cause of D. H.  
 Smith vs. H. B. Munsey & Co. admr. &c  
 et al. Eight dollars and fifty  
 cents for costs in said cause  
 and five dollars <sup>expenses ad litem</sup> fee  
 This Jan. 6<sup>th</sup> 1891. J. T. G. Hyatt

59.25

Recd. of E. H. Pennington Court  
 in the chancery cause of D. H. Smith  
 vs. H. B. Munsey admr. &c et al. Five  
 dollars and twenty-five cents my  
 fee in said cause as cover. of  
 accounts. This Jan. 6<sup>th</sup> 1891.

R. M. Boies

Court



450

Rec'd of E. W. Pennington court -  
in the chancery cause of D. H. Smith  
vs. A. B. Munsey adms or et al four  
dollars & fifty cents my fees in  
said cause this Jan - 6<sup>th</sup> 1891

P. W. Rusa Deputy  
for A. B. Munsey & Co.



D. H. Smith, . . . Complt.

vs. In Chancery.

A. B. Muncy, Admr. &c. et al, Defts.

The undersigned, in pursuance of a decretal order of the Circuit Court of the County of Lee, pronounced on the 10<sup>th</sup> day of June, 1892, in the above styled cause, having given due notice to all parties concerned, proceeded on the 29<sup>th</sup> day of August, 1892, to execute said order; and the proceedings having been thence forward regularly adjourned from time to time, and being at length completed, the result is herewith respectfully submitted.

The undersigned, after receiving and considering such proof as was offered reports a statement of all debts and demands which appear to him to be sufficiently proved, that were not presented on the former settlement, and that are still outstanding against said decedent's estate. The re-



sult of this statement may be seen by  
reference to statement "Y" herewith<sup>2</sup> filed  
and which shows \$497.34, total indebted-  
ness - interest being calculated to  
Nov. 7<sup>th</sup>, 1892, on claims presented  
in this statement.

Respectfully submitted, this Sept.  
1892,

A. M. Gains,

Special Comm.

Supplemental Report  
of the Indebtedness of  
the Estate of C. B.  
Turner Dec'd.

Filed Sept 1<sup>st</sup> 1892.

J. B. G. Hyatt C.S.

Comer's Fee \$4.50



Supplemental Statement Showing the  
Indebtedness of the Estate of C. B. Turner  
Dec'd.

"B"

Am't of Indebtedness as per former State-  
ment filed Nov. 20<sup>th</sup> 1890. \$276 22

"1"

Note of Johnnie S. Turner dated  
Jan. 6<sup>th</sup> 1887. Bal. due on same as of  
7<sup>th</sup> 1892. See calculation to "1"  
herewith filed. \$491 15

"2"

Note of Johnnie S. Turner dated Apr.  
4<sup>th</sup> 1887. Bal. due on same as of Nov.  
7<sup>th</sup> 1887. See calculation to "2" herewith  
filed. \$26 71

"3"  
by  
J. P. Myers  
Guardian  
ad litem

Note of J. P. Myers dated 23<sup>rd</sup> day  
of Aug. 1887. Bal. due on same as  
of Nov. 7<sup>th</sup> 1892. See calculation to "3"  
herewith filed. \$37 75

"4"

Balance on judgment of J. P. Myers  
Guardian ad litem against A. B. Munoz  
Admr. of C. B. Turner's Estate. Judgment  
interest & costs. See judgment &  
calculation marked "4" herewith. Am't.  
due on same as of Nov. 7<sup>th</sup> 1892. \$63 61

Total

Am't. due as of Nov. 7<sup>th</sup> 1892. \$497 34

Not including interest on the items reported  
in former statement from Dec. 1, 1890 to Nov.  
7<sup>th</sup> 1892.

497.34  
276 22  
221 12



1892

Supplemental State-  
ment.

Total made to the  
\$477.34

Statement of



(1)

\$85.00 = Jan. 1, 1887.

10.35 = Cr. as of date of note.

\$74.65

7.77 = Int. to Oct. 1 1888.

\$82.42

9.35 = Cr " " "

73.07

7.98 = Int. to Nov. 7, 1892.

\$91.05 = Amt due Nov. 7 1892

(2)

\$20.00 = Apr. 4, 1887

6.71 = Int to Nov. 7 1892

\$26.71

91.05

91.05

26.71

\$117.76



8276.22

117.76

393.98

39.75-

433.173

Calculations & notes



\$85<sup>00</sup>

one day after date I will  
pay of Sarah S. Turner & Eighty  
five dollars for Value received  
of her this January 6<sup>th</sup> 1887

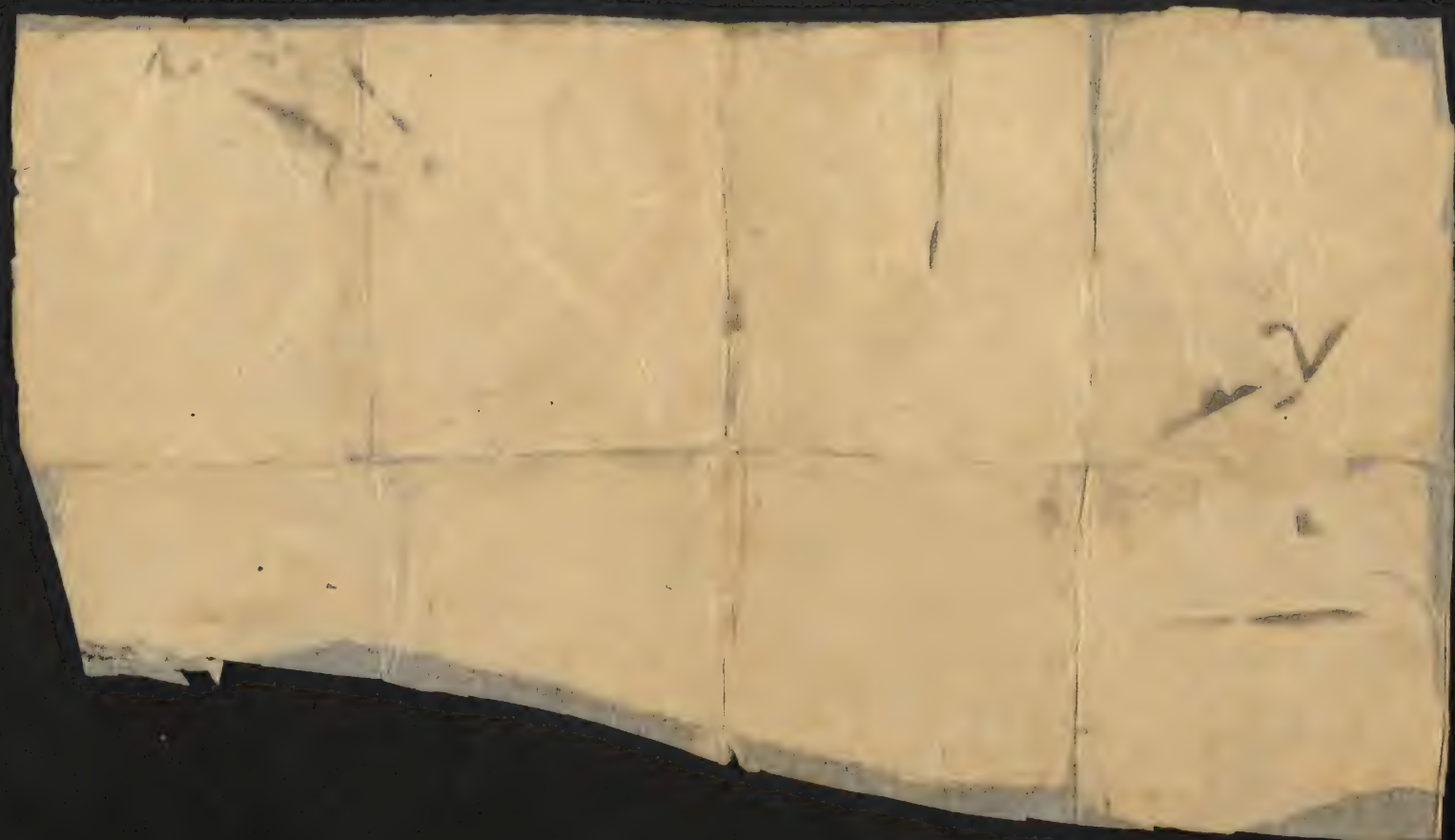
Witness

\$10.00

Chas<sup>l</sup> B. Turner  
man

credit \$9 dollars in Jan<sup>y</sup> 1. 1887  
credit 7 dollars 35 cts in Jan<sup>y</sup> 1. 1887  
9 dollars 35 cts in Jan<sup>y</sup> 1. 1888







\$74.70

One day after date I bind myself  
here to pay L. F. Kirk Seventy Four Dollars  
v Seventy Cents for value received. And as to this  
debt I hereby waive my benefit to the Home-  
stead Exemption. Witness my hand & Seal  
this August 25<sup>th</sup> 1887.

E. B. Turner Seal

Recd for collection July 23. '92  
E. B. Turner



Credit by cash  
\$7.00

Credit by cash  
\$10.00

Jan 2nd by cash \$4.30

Sept 15 by cash \$4.50

Jan the 20 Cr By Cash \$11.00

April 13 1891 By

August 29th 1890 cash \$5.00

Cr by cash \$11.00

Nov the 13 1890

Cr By cash \$5.00

1891-1892

Sept 20 1890

1890



\$74.70 = Incr. 25-1887.

44.38 = Cr. as of date of note.

\$30.32

9.43 = Int to Nov. 7, 1892.

\$39.75 Bal. due Nov. 7, 1892.

( "3" )



"3"



\$20<sup>00</sup> one day after date I will pay  
Josiah S Turner Twenty dollars  
for value received of him his

Witness 4<sup>th</sup> M 1887

Test

D. H. Smith.

<sup>his</sup> Chad S Turner  
mark



# VIRGINIA, LEE COUNTY--TO WIT:

TO L. P. Ely

CONSTABLE OF SAID COUNTY:

I HEREBY COMMAND YOU TO SUMMON A. B. Munger Adm of C. B. Turner & Co  
and Chas. J. Turner & George W. Turner  
 If to be found in your District to appear at J. S. Pennington's Office in said County, on  
 the 15 day of Nov 1880, before me or such other Justice of said County, as  
 may be there to try this Warrant, to answer complaint of J. P. Abyles Guardian  
 and upon a claim for money not exceeding \$100 00, exclusive of interest to wit: For the sum  
 of \$ 59.51 due by Kate. And then and there make return of this warrant.  
 Given under my hand, the 14 day of Oct 1880.

W. C. Goslyn J. P.

A. B. Munger as adm of C. B. Turner & Co  
 AGAINST { On the 15 day of November 1880  
 (IN DEBT.)  
A. B. Munger At my office in said County.  
 JUDGMENT, That the Plaintiff recover of the Defendant, \$ 59.51 with interest  
 thereon from the 1 day of January 1880 till paid, and \$ 2.50  
 for costs. J. S. Pennington J. P.

VIRGINIA LEE COUNTY, To-wit: To L. P. Ely Constable of said county.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattels  
 of A. B. Munger adm of C. B. Turner & Co in your county you cause to be made the sum of  
 \$ 59.51 with interest thereon from the 1 day of Jan 1880  
 til paid which, A. B. Munger has recovered before me  
 in a warrant in debt, and also the sum of \$ 2.50 which were adjudged to the said  
A. B. Munger for costs in prosecuting said war-  
 rant. Given under my hand the 18 day of November  
 1880 J. S. Pennington J. P.



Cr The within Ten dollars & Ten cents  
 Received from J. P. Myers June 1st 1889  
 The amt due to C.B.

J. P. Myers Guarant  
 Warrant  
 A. B. Munsey Adm  
 Mary J. Turner &  
 Geo. Brider

Accepted for 1889  
 by J. P. Myers & J. P. Myers  
 Geo. Brider - 100 10/100  
 Mary J. Turner - 100 10/100  
 by J. P. Myers & J. P. Myers

Docketed

44

\$57.51 = Pr.  
 \$10.40 = Cr

\$74.41  
 11.40 = amt to be paid

\$63.01  
 2.30 = amt to be paid  
 \$60.71



D. H. Smith,

Pltff

v. S.

A. B. Monroe, Administrator, Defts.  
In the Circuit Court for Lee County, Va.  
Take notice

That, pursuant to decree entered in the above styled cause at the same term of the Circuit Court for 1892, I, the undersigned special commissioner by virtue of said decree, will on the 29<sup>th</sup> day of Aug., 1892, in the Circuit Court Clerk's office, at Jonesville, Lee County, Virginia, proceed to make a supplementary report to that heretofore made by me in this cause and to ascertain what other debts, if any, are still outstanding against the estate of C. B. Turner, dec'd to whom due, when payable to.

All parties interested in these proceedings, by having debts due them from said estate, are hereby notified to attend at the above time and place with evidence as well enable me to comply with the order of the court.

Done July 22, 1892.

A. M. Goring,

Special Commissioner.



D. H. Smith, - - - Compt.

vs. In Chancery.

A. B. Murry, Admr. & als. - - Defts.

The undersigned Special Commissioner here reports that in pursuance to a decree entered in the above styled cause on on the 9<sup>th</sup> day of March, 1893, he, on the 15<sup>th</sup> day of May, 1893, after having advertised the time terms and place of renting as directed by said decree for 30 days, offered <sup>for rent</sup> that portion of the land in the bill and proceedings mentioned as was laid off and assigned to the heirs of C. B. Turner, deceased, to the best bidder who would pay the debts &c. set out in said decree, together with the unpaid costs of this suit and commissions ~~for renting~~, for the least number of years less than five.

But the undersigned here reports that, <sup>notwithstanding</sup> he used his utmost effort to get a bidder for said land his effort was in vain. He received not a single bid - and he now here accordingly so reports his act.



All of which is respectfully sub-  
mitted, this May 20<sup>th</sup>, 1893.  
A. M. Goins,  
Special Commr.

R. F. Smith

28 } Lewis report.

A. B. Murray Admstrs  
& als.

M.  
Filed May 20<sup>th</sup> 1893



E. H. Pennington, Comr. &c., - - - Compt.

vs. <sup>3</sup>/<sub>4</sub> In Chy.

Mary J. Ely et al., - - - Defs.

To the Hon. H. S. H. Morrison,  
Judge of the Circuit Court  
of Lee County, Virginia:

Your undersigned Special Commissioner here reports, that, in pursuance of a decretal order entered in the above styled cause at the March term, 1893, of your honor's court, he, on the 15<sup>th</sup> day of May, 1893, that being a court day, and he having first advertised the time, terms and place of sale as directed by said decree, executed said order by exposing to sale, at the front door of the Court-house, at public outcry, the lands in the bill and proceedings mentioned in this cause, to the highest and best bidder. And after much crying said land was knocked off to W. M. Pennington for the sum of \$347.26, he being the highest and best bidder. As required by the terms of said decree, said purchaser paid your Commissioner in hand \$147.57, an amount necessary to cover the



commissions of sale (\$15.63), the costs of this suit (\$32.10), and one-third of the total indebtedness due by the deflt. as set out in said decree ( $\frac{1}{3}$  of \$299.55 = \$99.84), and for the deferred payment he executed to your commissioner his bond for the sum of \$199.69, due in six months, bearing interest from date of sale, with E. W. Pennington as his security.

The commissions arising from this sale and the costs of this suit have been paid to those to whom due, as may be seen from the receipts herewith filed.

All of which is respectfully submitted, this May 22<sup>nd</sup> 1893.

A. M. Gouin,  
Special Commr.

\$11.57

Received of A. M. Gouin Commr. in the Chancery Cause of E. W. Pennington Commr. vs Mary J. Ely et al Eleven Dollars & 37 Cents my fees in said cause so as to include costs at June Term 1893 this May 17<sup>th</sup> 1893

J. H. [unclear]



\$15.63

Retained \$15.63, my fee as Special  
Commissioner in the case of E. H.  
Pennington, Comr &c. vs. Mary J.  
Ely & als. This May 15<sup>th</sup> 1893.

A. M. Goins

\$15<sup>00</sup><sub>400</sub>

Received from A. M. Goins  
Special Comr. in the case of E. H.  
Pennington, Comr &c. vs. Mary J. Ely  
& als. fifteen dollars (\$15<sup>00</sup>)  
the attorneys fee due us.  
This May 15, 1893.

Pennington & Goins

50 cts

Received from A. M. Goins, Special  
Comr. in the above styled cause,  
(50 cts) fifty cents, my fee as  
sheriff for service in said  
cause, This May 15, 1893.

C. E. Flannery, S. C. C.



This report is excepted to - Because it does not show that bond was given as required by sec 3397 Code 1887 and under sec 3398 Code 1887 - Nor does it comply with this section requiring the certificate <sup>of the clerk as to the bond.</sup> or a copy of it returned with the report, & it ~~also~~ fails to show that the certificate required of the clerk was appended to the advertisement. *Chas Jackson & Blenkinship for deft.*

2<sup>nd</sup> Because there is no certified copy of the bond required filed in the cause, under sec. 177.

3<sup>rd</sup> Because the report does not show in what manner the sale was made whether by the ore or otherwise. When the decree directs only as much as necessary to be sold to pay off competing claims &c.

4<sup>th</sup> Because there has never been any report or any other means an ascertainment of the liens upon the said land.

5<sup>th</sup> Because the land would in five years <sup>& less time</sup> sent for a sale sufficient to pay off all the liens against said land and this fact was not ascertained by any means nor does the bill allege to the contrary. See affidavit "F"

6<sup>th</sup> Because E. W. Pennington sues as Comr. and the suit ~~is not~~ was brought without permission of the court

*Jackson & Blenkinship*

*E. W. Pennington, Comr.*  
*Ex. Recd. of*  
*23 Sale of lands.*  
*May J. Ely & Co.*  
*Filed May 22, 1893*



E. W. Pennington, Comr. & C., Complt.  
vs.

Mary J. Ely et als.

Defts.

In Chy.

To the Hon. H. S. K. Morison, Judge of  
the Circuit Court for Lee County, Va.

Your undersigned Special  
Commissioner reports, that, in obe-  
dience to the decree entered in the  
above styled cause on the 8<sup>th</sup> day  
of June, 1893, he has paid to  
Wm. M. Pennington the sum of  
\$147.57, the amount paid by said  
Pennington at the time of his pur-  
chase of the land sold by your  
Cour. in this cause, and the res-  
idue of said \$200, which was paid  
your Cour. by J. D. Pennington,  
as stated in the foregoing decree  
of June 8<sup>th</sup>, 1893, your Cour. has  
paid to the plaintiff in this cause.

Your Cour. further states,  
that of the sum paid down by Wm.  
M. Pennington at the time of his  
said purchase of said land, there  
still remains in the hands of your  
Cour., after paying the costs in  
the above styled suit, as will be seen  
by his report filed in this cause  
on the 22<sup>nd</sup> day of May, 1893,



the sum of \$99.84. This sum your Honor failed to direct your comr. what disposition to make of, and he now holds the same on deposit at the Powell's Valley Bank to await the future order of this court.

Your Court. also states that he has delivered up to said Wm. M. Pennington his note of \$199.69, given on the purchase price of said land.

All of which is respectfully submitted, this Oct 14<sup>th</sup> 1893.

A. M. Goins,  
Special Comr.

E. H. Pennington Comr.

23 { Cairns Report.

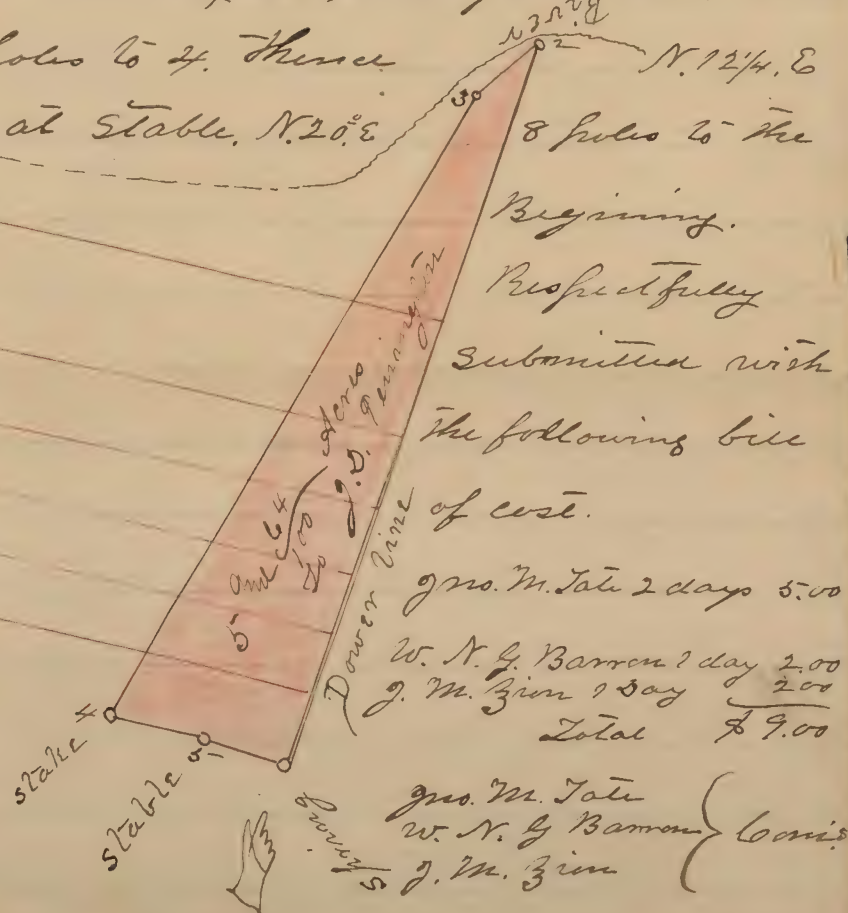
Mary J. Ely talo

Filed Oct. 14, 1893.

A. B. Munsey C.



To the Judge of The Circuit Court of Lee County, Va. We the undersigned Commis-  
sioners &c. Pursuant to an order issued from  
your Hon<sup>r</sup>s. Court at The November Term  
1893, in the case of B. H. Smith vs. A. B.  
Munsey Admr. &c. et als. &c. Went upon  
the lands in the order mentioned in the Month  
of February 1894 and proceeded to lay off  
the five Acres &  $\frac{6}{100}$  as is required in said  
order To J. S. Permington which is shown in  
the accompanying diagram and in so doing  
we let it out on the shares of the several  
lives equal as indicated by the red lines  
passing through from the Sower. Beginning  
at the Spring. Thence N. 69  $\frac{1}{2}$ ° W. 80 poles to a  
point on the river, <sup>at 2</sup> S. 38  $\frac{1}{2}$ ° E. 8 poles to 3. Thence  
S. 57  $\frac{3}{4}$ ° E. 75 poles to 4. Thence  
91 poles to 5 at Stable. N. 20° E.



Respectfully  
Submitted with  
The following bill  
of cost.

Geo. M. Tate  
W. N. B. Barron  
J. M. Zion



S. A. Smith Plff-  
vs. } Commissioners  
      } Report-

A. B. Munsey Admr. & Cyp  
Filed April the 16<sup>th</sup> 1894  
A B Munsey  
Clerk



D. H. Smith

vs.

A. B. Munsey, Admr. &c. & al.

} In Chy.

To the Hon. H. S. K. Morison, Judge  
of the Circuit Court for Lee County, Va.

Your undersigned Special Commissioner reports, that, in pursu-  
ance of a decree entered in the  
above styled cause on the 9<sup>th</sup> day  
of June, 1893, of your honor's court,  
he, on the 21<sup>st</sup> day of Aug., 1893,  
that being the first day of County  
Court, and he having first adver-  
tised the time, terms and place of  
sale as directed by said decree, pro-  
ceeded to sell, to the highest and best  
bidder, at the front door of the Court  
house, at public outcry, the rever-  
sionary interest in that portion  
of the real estate of which C. B. Tur-  
ner died seized as has been laid  
off and assigned to Mary J. Turner,  
the widow of said C. B. Turner, dec'd,  
as and for her dower interest. And  
J. D. Pennington being the highest  
and best bidder on said rever-  
sionary interest the same  
was accordingly knocked  
off to him at \$180.00. After



selling the reversionary interest above specified it was seen that the same had not sold for a sufficient sum to pay the indebtedness as set out in the decree entered in this cause on March 9<sup>th</sup>, 1893, with the interest on the same as specified in said decree, and the costs of this suit and the commissions of this sale, which amounted to a sum total of \$264.67 on the 21<sup>st</sup> day of Aug., 1893, that being the day of sale. It therefore became necessary to further sell, of that portion of the real estate of which said Turner died seized as had been laid off and assigned to his children, so much land as would pay the residue of said indebtedness above specified, which, according to calculation, amounted to \$84.67, after deducting the \$180.00, the sum arising from the sale of the reversion. Hence your Court offered for sale, in like manner as the first, so much of the last described land, to the highest and best bidder, by the acre, as would pay said \$84.67,



and said unascertained number of acres were to be laid off in the level and cleared land and adjoining the other lands of J. D. Pennington. And said J. D. Pennington being the highest and best bidder by the acre on this last sale, said land was knocked off to him at the price of \$15<sup>00</sup>/<sub>100</sub> per acre for a number of acres sufficient to pay said \$84.67, which is 5.64 acres.

As required by the terms of said decree, said purchaser paid your Court, in hand \$31.63, an amount necessary to cover the commissions of sale (\$12.56) and the costs of this suit (\$19.07), and for the deferred payments he executed to your Court. His two several bonds with J. L. Pennington and Wm Pennington as his securities. Said bonds each bear date Aug. 21, 1893, and are payable respectively six and twelve months after date, and are each for the sum of \$116.52, and each bear interest from the date thereof.

The commissions arising from this sale and the costs of this suit



have been paid to those to whom  
due, as may be seen from the re-  
ceipts herewith filed.

All of which is respectfully  
submitted, this 16<sup>th</sup> day of Oct., 1893.

A. M. Goins,  
Special Commr.

X  
D. H. Smith

vs. Goins Report.

A. B. Munsey Adm  
to ch al.

Filed Oct. 18<sup>th</sup>, 1893.  
A. B. Munsey C.



E. W. Pennington, Comr.,

vs.

Mary J. Ely et als.

} In Chy

To The Hon. H. S. K. Morison, Judge  
of The Circuit Court for Lee County, Va.

Your undersigned Special  
commissioner here reports, that,  
in pursuance of a decree entered  
in the above styled cause, on  
the 14<sup>th</sup> day of Nov., 1893, he has  
turned over and paid to the  
plaintiff in said cause the  
sum of Ninety-nine dollars and  
eighty-four cents (\$99.84), as he  
was directed by said decree to  
do, and for which he now holds  
said plaintiff's receipt.

All of which is respectfully sub-  
mitted, this Feb. 7<sup>th</sup> 1894,

A. M. Goins,

Special Comr.



E. W. Pennington, Comr.

v.s. Comr's Report.

Mary J. Ely et als.  
~~~~~

Filed Feb 7th 1894

C.
~~~~~



D. H. Smith

vs.

A. B. Munsey, Admr. &c & al. } In Chy.

To the Hon. H. S. K. Morison, Judge  
of the Circuit Court for Lee County, Va.

Your undersigned Special Comr.  
in the above styled cause begs leave  
to report that the first one of the notes  
executed to him by J. D. Pennington,  
J. L. Pennington and Wm Pennington,  
on the 21<sup>st</sup> day of Aug., 1893, as the  
first installment on the purchase  
price of the land in the bill and  
proceedings mentioned, and as set-  
out fully by your comr. in the re-  
port filed herein by him on the 18<sup>th</sup>  
day of Oct., 1893, became due and  
payable on the 21<sup>st</sup> day of Feb., 1894,  
and your comr. has informed  
said purchasers that said note  
was due and payable, and has  
requested them to come forward  
and pay off the same; but up to  
this date they have failed to pay the  
same, or any part thereof. Under  
the foregoing circumstances your  
Comr. deems it proper to report  
said delinquency to the court  
and to apply for a rule returnable



to the first day of the next term of  
this court, against the above obligors,  
to show cause, if any they can,  
why the land purchased by them,  
or so much thereof as may be  
necessary, should not be resold  
to pay off said purchase money  
note.

All of which is respectfully sub-  
mitted, this Feb. 24, 1894,

A. M. Goins,  
Special Commr.

D. A. Smith

JS. { Commr's Report.

A. B. Munsey,

Admr. & Co. & al.

Filed Feb. 24, 1894.

A. B. Munsey & Co.



D.H.Smith,-----Plff.  
vs.

In Chancery.

A.B.Muncy,ADMR.,--- Deft.  
and

E.W.Pennington Comr., Plff.

vs

In Chancery.

Mary J.Ely,et als, -- Defts.,

To the Hon. W. T. Miller, Judge of the Circuit &  
Court for Lee County, Virginia:

Your undersigned special commissioner in the above  
consolidated causes, appointed by a decree entered therein at  
at the June term, 1895, of your Honors court, begs leave to re-  
port, that, after having made diligent search, he has been unable  
to find the papers in either of these causes, and for this  
reason alone he is unable to comply with the requirements of the  
court.

Respectfully submitted, this Nov. 1st, 1895;

A.M.GOINS,  
Special Comr.



D. H. Smith

vs. In Cy.

A. B. Munsey, Admr.

+

E. W. Pinnington Comr

vs.

Mary J. Ely & als

Cour's Report.

M.  
Filed Nov 1<sup>st</sup> 1895.

A. B. Munsey Clerk.



D. H. Smith Compt.  
vs.  
A. B. Munsey admr et al Defts } In Chancery

Estate of C. B. Turner  
In a/4 with

E. W. Pennington Comr.

1891

|              |    |                                          |           |        |
|--------------|----|------------------------------------------|-----------|--------|
| Jan          | 6  | By amk. paid costs by Mary J. Turner     | 50 24     |        |
|              | 6  | To " " costs                             |           | 50 24  |
| 1893<br>Nov- | 28 | By " " me by A. M. Goins Comr            | 99 84     |        |
|              | 30 | To " " D. H. Smith                       |           | 102 05 |
| June         | 10 | By " " from A. M. Goins Comr.            | 52 43     |        |
|              |    | To " " A. L. Bridgman                    |           | 19 50  |
|              |    | " " " J. A. S. Hyatt                     |           | 5 90   |
|              |    | " " " A. M. Goins atty for D. H. Smith   |           | 21 75  |
|              |    | " " " Sewell & Richardson adms.          |           | 3 07   |
| 1894<br>May  | 7  | By " " from J. D. Pennington             | 75 00     |        |
| "            | 7  | To " " paid W. J. Morgan for D. H. Smith |           | 41 00  |
|              |    | " " " " for Noble Smith                  |           | 37 62  |
|              |    | By " " from J. D. Pennington             | 3 62      |        |
|              |    |                                          | \$ 281 13 | 281 13 |

To the Hon. Wm. F. Miller, Judge of the  
Circuit Court for the said County.

Your undersigned, who was appointed a Special Commissioner to rent lands ~~to~~ in the said Cause mentioned, begs leave to report that he has collected all the rent money and has paid out the same as above indicated. Now he prays to be released from further liability as Comr. in said Cause. All of which he submits. This Nov. 15th 1894.

E. W. Pennington,  
Special Comr.

\$106.62  
3.62  
\$108.00



D. St. Smith

Report of  
as } Comm. Birmingham  
of Receipts & Disbursements

A. B. Mearns & Co

Filed Nov 15/90



D. H. Smith

<sup>vs.</sup>  
A. B. Munsey, Admr. &c. et al } In Chy.  
<sup>and</sup>

E. W. Pennington, Comr.

<sup>vs.</sup>  
Mary J Ely et al } In Chy.

To the Hon. W. T. Miller, Judge of  
the Circuit Court for Lee County, Va.

Your undersigned Special  
Comr. appointed by a decree  
entered in the above consolida-  
ted causes on the — day of —,  
1895; respectfully reports, that,  
in obedience to the requirements  
of said decree, he gave due  
notice to all parties in interest,  
and at a specified time proceeded  
to carry out the commands of  
said decree.

Your Comr. reports as fol-  
lows:-

1<sup>st</sup>. In answer to the rule award-  
ed against him in said de-  
cree to show cause, if any he  
can, why he should not pay  
to A. L. Pridemore, a creditor of  
Mary J Ely, a debt which said



Bridenore claims to be due him  
and to be reported in his favor in  
the Chancery cause of E W Pennington,  
Comr., vs. Mary J. Ely et al. Your  
Comr. answers that he can see  
no reason in the world why he  
should be called upon to pay  
said debt, for he has never  
undertaken in any way to be  
responsible for the payment  
thereof. Your Comr. presumes  
that this rule was called for  
under a misapprehension of facts  
by said Bridenore. Your Comr. pre-  
sumes that said Bridenore was  
of the belief that there had been  
an account taken of the liens  
against the lands of Mary J. Ely -  
That his debts were listed - That  
the land had been rented or  
sold - and that your Comr.  
was the Comr. who had rented  
or sold said land, and that  
the money was in his hands  
for distribution. But your  
Comr. states that such is not  
the facts. In the first place,  
there has not been, up to this



time, any account taken of the  
liens against the lands of the  
said Mary J. Ely; in the second  
place, the sale of her lands which  
was made under a decree enter-  
ed in the cause of E. W. Pennington,  
Comr. vs Mary J. Ely et al. was  
set aside and vacated, and  
no further proceedings have been  
taken in that case, but said  
morts, for the payment of which  
E. W. Pennington, Comr. was seeking  
to sell the lands of the said Mary  
J. Ely, have been paid in full.  
Your Comr. asks that said  
rule be discharged against him.

2<sup>nd</sup> Your Comr. is directed to  
ascertain and report whether or  
not at the time of the sale of the  
lands of Mary J. Ely to J. D. Pen-  
nington, A. L. Pridemore had a  
lien on the same. Your Comr.  
ascertains that said Pridemore  
did have a lien on said lands  
at the time of said sale, and  
the nature of the same and the  
amt. still due, will be seen from  
statement herewith filed marked



"E." Your Court finds no other liens existing against her lands at the time of the sale to said J. D. Pennington.

3<sup>rd</sup> " Your Court was further directed to ascertain and report any outstanding debts against the estate of C. B. Turner, dec'd, to whom due &c. In response to this inquiry he files herewith statement "F," which is a list of all the debts that your Court has information of that are still unpaid. Your Court reports that the debts listed in said statement "F," have been previously reported in the cause of D. H. Smith vs. A. B. Munsey, Admr. &c. et al, and that the reversionary interest in the lands covered by the dower of Mary J. Ely and 5.64 acres of the lands laid off to the children of C. B. Turner, dec'd, were sold to J. D. Pennington at public sale, and the sale notes are long since past due, and the failure of the said J. D. Pennington



to pay the same has been reported to the court, and a rule has been awarded against him & his sureties to show cause why said land should not be resold to pay off said notes. If said Pennington would come forward and pay off said notes, the proceeds thereof would be sufficient to pay the outstanding indebtedness against the estate of C.B. Turner, dec'd, as reported in Statement "M," with the exception of the extra costs that have been incurred since the sale to said J.D. Pennington, which your court estimates at a sum of \$50; and to satisfy this last indebtedness your court sees no other alternative than to sell an additional quantity of the lands which have been laid off to the children of said C.B. Turner, dec'd. If this latter course be resorted to, then your court would recommend the sale of the whole of this land; for it is small in quantity, and is divided up in such a shape that it cannot possibly ever be



worth any valuable sum to  
said children.

4<sup>th</sup>. As to the liens against the lands  
of J. D. Pennington, if it be necessa-  
ry, or desired to know that fact  
in connection with these proceed-  
ings, reference is here made  
to the report of Chas. Jones, Comr.,  
in the Chancery cause of The  
Greer Machinery Co. vs J. D.  
Pennington, filed — day of  
— 1896.

Now having fully complied  
with the requirements of your  
honor's decree, your Comr. re-  
spectfully submits this report.  
This Feb. 18, 1896.

A. M. Goins,  
Special Comr.

— H —



D. H. Smith

vs

A. B. Munsey, Admr &  
and

E. H. Pennington, Comr

vs.

Mary J. Ely et al

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Comr's Report.

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Filed Feb. 18, 1896.

A B Munsey Clerk

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Comr's fee \$12<sup>00</sup>/<sub>100</sub>

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X



1 D. H. Smith

2 vs

3 A. B. Munsey <sup>admr</sup> & others

4 E. H. Pennington <sup>and</sup> cums

5 vs

6 Mary J. Ely et al

7 To the Hon. W. J. Miller, Judge  
8 of the circuit Court of Lee County,  
9 Virginia.

10 Your cums would respectfully  
11 report:

12 That pursuant to the terms of a  
13 decree entered in the above consolidated  
14 causes, that after giving the bond  
15 required & after the advertising was  
16 was directed by said decree, he  
17 on the 12<sup>th</sup> day of August 1896, that  
18 being the first day of the <sup>Circuit</sup> Court,  
19 Court, at the front door of the court  
20 house offered the lands in the  
21 Bill & proceedings mentioned to the  
22 highest bidder on the terms set  
23 out in said decree.

24 At said sale, the said land  
25 was knocked down to J. D. Pennington  
26 for the debt, interest & costs & com-  
27 missions, that being the highest, best  
28 & only bid; that is, the land on  
29 which H. L. Pridemore has the lien  
30 was knocked off to said pennington at  
31 the amount of the debt, interest, commission  
32 & pro rata part of cost, amounting in the



1 aggregate to \$446<sup>02</sup> & the other  
2 landy director to be sold was knocked  
3 off to said J. D. Pennington at the  
4 price of the other debts, interest, costs,  
5 & a pro rata part of each amounting  
6 to \$229<sup>98</sup>.

7 The said purchaser paid down  
8 \$14<sup>00</sup> saying he would hand balance  
9 shortly & went away. He did not  
10 return & though often requested  
11 to comply with his bid he has  
12 wholly failed to either pay the  
13 cost & commissions or execute the  
14 purchase money note.

15 The \$14<sup>00</sup> paid your Court think  
16 should go to him on commissions  
17 for this sale which does not  
18 pay all by nearly half.

19 Resph. Submitted  
20 D. T. Sewell  
21 Spec Comm.  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32



D. H. Smith

vs

A. B. Munsey et al

+

E. H. Pennington Com

vs

Mary J. Ely et al

Report of sale

Filed Oct 22<sup>nd</sup> 1896

A. B. Munsey

CK



D. H. Smith

vs

A. B. Munsey Adm<sup>r</sup> chal

vs

E. W. Pennington Com<sup>r</sup>.

vs

Mary J. Ely et al

In ch<sup>y</sup> -

To the Hon. W. T. Miller, Judge  
of the Circuit Court of Lee County,  
Virginia:

Your undersigned com<sup>r</sup>, who  
was appointed to sell certain lands  
in these causes by a decree entered  
therein would respectfully report,  
that after giving bond & after ad-  
vertising the time, terms & place of  
sale as was required by said  
decree, he on the 15<sup>th</sup> day of July  
1897, at the front door of the Court  
house, at public outcry to the highest  
bidder he offered said land for  
sale with the following result:  
1<sup>st</sup> He offered the land known as  
the Mary J. Ely land & after crying  
the same for some time it was  
knocked off to Jas. D. Pennington  
at the price of the amount of "The  
Prindmore debt & interest, its proportional  
part of the cost of this suit & the  
Commissions thereon, which your  
Court calculated & amounted to  
be on that occasion the sum of  
\$453.<sup>51</sup> made up as follows, Debt  
& interest \$416.<sup>80</sup>, a proportional part



of cost  $\$19^{00}$  & Commission on debt  
re.  $\$17^{71}$ . This was the highest & last  
bid & the said Jas. D. Pennington  
became the purchaser thereof at said  
price.

2. He then offered the lands bought  
by Jas. D. Pennington of the Turner  
lands outside of the aforesaid Mary  
J. Ely ~~interest~~ previously sold  
after crying the same for some  
time. Jas. D. Pennington bid the  
~~the amount of the~~ balance of debt & interest, a proportional  
amount of cost & the Commission thereon  
which was calculated & amounted  
to be the sum of  $\$242^{22}$ , made  
up as follows debt & interest thereon  $\$217^{00}$ ,  
a proportional amount of cost  $\$20^{47}$  & Commission  
thereon  $\$4^{25}$ . This was the last & highest  
bid on this land & the said Jas.  
D. Pennington became the purchaser thereof  
at that price.

The above cost of such amounting  
to  $\$39^{47}$  was paid down as was  
the Commission of Sale amounting to  
 $\$22^{46}$  making a total of  $\$61^{93}$   
paid down.

For the residue of said bids the  
said purchaser executed bonds to your  
Comm. bearing interest from day of  
sale as follows:

7<sup>th</sup> sale of Mary J. Ely land for  
Bridmore debt of  $\$416^{80}$  two bonds  
for  $\$208^{40}$  payable in 10 years  
by said Jas. D. Pennington, purchaser.



with J. J. Geary, G. M. Hughes, S. S. Sur-  
gener, J. L. Pennington & William Pennington  
as his surety, which your court be-  
lieves good & sufficient;

2<sup>o</sup> Sale of the other land purchased  
by Jas. D. Pennington of the Surron  
estate for the other debts reported  
amounting to \$217<sup>00</sup>, two bonds for  
\$108<sup>50</sup> each payable in 102 years  
by said Jas. D. Pennington, purchaser  
with J. J. Geary, G. M. Hughes, S. S. Surgener,  
J. L. Pennington & William Pennington  
as his surety, which your court  
believes good.

The clerk he retains for distribution  
as directed by the court & retains his  
commission of sale.

Respectfully,  
D. T. Sewell  
spe. Comm.



D. H. Smith

vs

A. B. Munsey Adm'r

+

E. W. Pennington Comr.

vs

Mary J. Ely et al

---

Report of Poll

---

Filed Feb'y 17<sup>th</sup> 1897

A. B. Munsey clk.



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for  
Lee County, Virginia:

The undersigned commissioner respectfully reports that pursuant to a decree entered in the causes of E.W.Pennington, Commissioner vs. Mary J. Ely, et al, and D.H.Smith vs. A. B. Munsey, Admr. &c et al, on the 10th day of July, 1902, he has made executed and delivered to the said Mary A. Pennington, purchaser, a deed conveying to her with special warranty the land purchased by her under the proceedings of this cause, and respectfully asks that the same be approved and confirmed by the court.

Respectfully submitted

D. C. Sewell

Special Commissioner.



D. H. Smith  
vs: } In Chy.  
A. B. Munsey, Adm'r  
and

Ell. Pennington, Coun  
vs: } In Chy  
Mary J. Ely et al

Report of Deed.

Filed July 14<sup>th</sup> 1902.  
A. B. Munsey



85.00 = Jan 1, 1887.  
10.35 = Cr. as of date of note.  
74.65  
7.77 = Int. to Oct. 1, 1888.

\$82.42  
9.35 = Cr

\$73.07  
32.56 = Int. to Mar. 5, 1896.

\$105.63 = Bal. due Mar. 5, 1896.

---

~~"Dr. A."~~

---

"A."



Calculation "3."



# Statement.

Showing Liens on Lands of Mary J. Ely  
at time of her conveyance to J. R. Pennington.

To Bal. due on costs advanced by  
A. L. Pridemore in case of D. H.  
Smith vs. A. B. Munsey, Admr. &c. et  
al. at time of renting of land  
by said Mary J. Ely.  
[Interest calculated to Mar. 5, 1896]

\$15 49 15 49

To Deed of Trust to A. L. Pridemore  
to secure him as surety to H. G.  
+ A. H. Ely on note, - - -

306 00

To interest on same to Mar 5, 1896,  
Amt. due as of Mar. 5, 1896,

72 96 378 96

\$374 45



Statement Showing  
Liens on Land of  
Mary J. Ely at time  
of her conveyance  
to J. D. Pennington.

---

"E"



# Statement

Indebtedness against the Estate of C. B.  
Turner, dec'd.

|      |                                                                                                                                           |       |    |
|------|-------------------------------------------------------------------------------------------------------------------------------------------|-------|----|
| "A." | To Bal. on judgment of J. P. Myers,<br>Guardian &c. vs. H. B. Munsey, Admin-<br>&c., as of March 5, 1896<br>[See calculation marked "c".] | 73    | 48 |
| "1." | To note of Johannah Turner, dated<br>Jan. 6, 1887. Bal. due on same,<br>as of Mar. 5, 1896. See calculation<br>marked "a", - - - - -      | 105   | 63 |
| "1." | To note of Johannah Turner, dated<br>Apr. 4, 1887. Amt. due on same to<br>Mar. 5, 1896. See calculation "b".                              | 30    | 70 |
|      | Amt. due as of Mar. 5, 1896, - - -                                                                                                        | \$209 | 81 |
|      | <div style="text-align: center;">=====</div><br>Estimated costs, - - - - - <div style="text-align: center;">=====</div>                   | \$50  | 00 |



Statement showing the outstanding indebtedness against the Estate of C. B. Turner, dec'd.  
as of Mar. 5. 1896.

2nd



KNOW ALL MEN BY THESE PRESENTS, That we *A. M. Gaines & S. V. F. Richmond*  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Five*

*\_\_\_\_\_* dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *3<sup>rd</sup>* day of *June*, one thousand eight hundred and *93*.

The Condition of The Above Obligation is Such, That if the above bound *A. M. Gaines* shall faithfully perform the duties of *His* office or trust, as *Commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the *9<sup>th</sup>* day of *June*, 18 *93*, in the suit therein depending under the name and style of *D. H. Smith* Plaintiff vs. *A. B. Muncy, Admr. &c. & al* Defendant and properly account for all sums of money *that he* may receive as such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

*A. M. Gaines* (SEAL.)  
*S. V. F. Richmond* (SEAL.)  
\_\_\_\_\_  
(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that estate after the payment of all just debts, and those for which bound as securit for others, and expect to have to pay worth the sum of \_\_\_\_\_ dollars.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_  
Teste: \_\_\_\_\_ Clerk.



D H Smith

vs. } Bond

A B Muncy, Admr. &c. &c.

Filed July 3<sup>rd</sup> 1893,

A B Muncy



Virginia

At a circuit Court Continued and held for  
Lee County at the Court house therefor Thursday  
the 17<sup>th</sup> day of November 1898.

D. H. Smith

Plaintiff

vs

A. B. Munsey Admr et al Defendants

And

E. M. Pennington Comr

Plaintiff

vs

Mary J. Ely & others

Defendants

In Chancery

In Chancery

These Causes came on again this day to be  
heard upon the papers formerly read, and the report  
of D. C. Sewell Special Commissioner filed Octo-  
ber the 22<sup>nd</sup> 1898, to which there are no exceptions,  
and was argued by Counsel. On Consideration  
whereof said report is confirmed; and it appearing  
that said J. D. Pennington the purchaser of said land  
herein has not paid the purchase money therefor  
it is adjudged, ordered and decreed that a rule be and  
the same is hereby awarded against him the said  
J. D. Pennington and his sureties namely J. J. Gearing,  
J. M. Hughes, S. S. Durgener, J. L. Pennington and  
Wm. Pennington returnable to the first day of the next  
term of this Court, to show cause if any they can  
why there should not be a resale of said land, and  
a judgment against him and each of his sureties  
for said purchase money. And it is ordered that  
the Clerk of this Court make a copy hereof for each  
of them. And these Causes are continued

A Copy Teste A. B. Munsey Clerk



D. H. Smith  
vs  
A. B. Munsey Admiral  
and Rules

E. W. Pennington Comr  
vs  
Mary J. Elysothers

Copy on the inside  
for S. S. Surgenor

Executed December the 27th  
1898 by delivering an attested  
Copy of the within Rule  
to S. S. Surgenor.

Ernest Bledsoe  
Dept for W. P. Weston S. L. C.



$$\begin{array}{r} 2632 \\ 13.15 \\ \hline 39.47 \end{array}$$

$$\begin{array}{r} 21683 \\ 13.15 \\ \hline 22998 \end{array}$$

$$\begin{array}{r} 3139.47 \\ 13.15 \\ \hline \end{array}$$

$$2632 \quad 306$$

$$\begin{array}{r} 131830 \\ 1.52 \\ 5\frac{2}{3} \end{array}$$

$$\begin{array}{r} 7.60 \\ 61 \end{array}$$

$$8.21$$

$$394.45$$

$$402.66$$

$$\begin{array}{r} 15. \\ 2.04 \end{array}$$

$$419.70$$

$$\begin{array}{r} 26.32 \\ 44602 \end{array}$$

$$\frac{2}{4}$$

$$65 \quad 111$$

$$5-12$$

$$\begin{array}{r} 23.48 \\ 1.28 \\ \hline 74.76 \end{array}$$

$$\frac{12}{30} = \frac{2}{5}$$

$$49.41$$

$$1129646$$

$$2.382$$

$$1.190$$

$$95$$

$$1.285$$

$$\begin{array}{r} 47 \\ 2 \\ \hline 9 \end{array}$$

$$135.33$$

$$2.59$$

$$137.92$$

$$74.76$$

$$212.68$$

$$4.15$$

$$216.83 \quad 94.65$$

$$1256790$$

$$21263.48$$

$$1538$$

$$240$$

$$776$$

$$19$$



A. L. PRIDEMORE,  
ATTORNEY AT LAW,  
JONESVILLE, LEE COUNTY, VA.  
GATE CITY,  
SCOTT CO., VIRGINIA.

11114-26  
22/3/6  
1

189 .

394.45  
4.60

Pridemore debk.

~~399.85~~

394.50 Pridemore debk.

136.53 Johnson

94.65

74.67 Myers debk.

610.10

39.47

94.65  
31.21  
1.25-66

130.33  
1.20  
136.53

647.57

649.57  
31.01  
144.57  
69.57

73.45  
62

49.41  
1/3  
4.07

136.53  
74.07  
200.60

15.  
69.5

29.41  
16.45  
65.88

21.21  
39.47

610.45  
14.

46.45



KNOW ALL MEN BY THESE PRESENTS, That we

*A. M. Goins and*

*AM Brown*  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Two Hundred & Fifty* dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *10<sup>th</sup>* day of *Apr.*, one thousand eight hundred and *93*.

The Condition of The Above Obligation is Such, That if the above bound *A. M. Goins* shall faithfully perform the duties of *his* office or trust, as *Commissioner* under a decree of the Circuit Court of the County of Lee, pronounced on the *9<sup>th</sup>* day of *Mar.*, 1893, in the suit therein depending under the name and style of *D. H. Smith* Plaintiff vs. *A. B. Muncy Admr. &c. & als* Defendant and properly account for all sums of money *that he* may receive as such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

*A. M. Goins* (SEAL.)

*AM Brown* (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that estate after the payment of all just debts, and those for which bound as securit for others, and expect to have to pay worth the sum of

dollars.

Given under my hand this day of 18

Teste: Clerk,



D. H. Smith

vs { Bond.

A. B. Muncy, Adm'r & Co's

Filed April 10<sup>th</sup> 1893

J. A. Schuyler

15



\$23 <sup>88</sup> one day after date I promise  
to pay Noble Smith Twenty Three  
dollars & 88 cts for value received  
of him this October 3<sup>rd</sup> 1884

Witness

D. H. Smith

Charles B. <sup>his</sup> ~~Shannon~~  
mark



✓  
Filed Nov. 14, 90

Principal 23.88

Interest 8.88

\$32.68

22

Chas Turner

\$3 Note

\$23.88

Noble Smith



1889

Chadwell Turner, Est. W<sup>r</sup> Cr  
To W. S. Crowell.

Aug 15 To coffin Chadwell, £12.00

This day W. S. Crowell personally appeared before  
me and made oath - that the above account  
against the estate of C. B. Turner is just  
true, reasonable and unpaid.

This Nov. 17, 1890

A. M. Gains  
Comm.



Chas Turner  
apc  
W. L. Crown

Filed Nov. 18, 1890.

|                  |         |
|------------------|---------|
| Prin -           | \$12.00 |
| In. to Dec 1, 90 | 96      |
|                  | <hr/>   |
|                  | \$12.96 |

"3"



Jonesville, Va., Oct 28<sup>th</sup> 1890

M Chad Turner's Estate

Bought of **DAVID R. SMITH,**

DEALER IN

**CLOTHING BOOTS SHOES**

Mats and Gents Furnishings.

|          |                            |       |       |
|----------|----------------------------|-------|-------|
| Aug 1890 | Accounting for C.B. Turner | 17 75 |       |
|          | Int                        | 1 20  |       |
|          |                            |       | 18.95 |

Virginia, Lee Co., to wit:

This day D. R. Smith personally appeared before me in my county aforesaid and made oath that the above account, is just true, reasonable and unpaid. Given under my hand this 28<sup>th</sup> day of Oct. 1890.

H. C. Fosdyke J. P.



D. R. Smith  
vs { \$17<sup>75</sup>/<sub>100</sub>

C. B. Turner

---

Filed Nov. 14, 1890

---

Prin = \$17.75-  
Int.      142  

---

\$19.17

"4"



Janesville, Va., Nov 17 1890

Estate of Michael Turner

DEALER IN

To M. D. RICHMOND, Dr.

GENERAL MERCHANDISE.

1889

|                      |       |
|----------------------|-------|
| Aug 5 10- Mens shoes | 2 00  |
| " " socks 30 1/4 doz | 40    |
| 1/2 yd Bobinet       | 10    |
|                      | <hr/> |
|                      | 2 50  |

Virginia Lee County to wit.  
This day S. V. H. Richmond  
a Clerk for the late M. D.  
Richmond made oath before  
me that the above account  
against the estate of Michael  
Turner for burial clothing &c  
amounting to two dollars &  
fifty cents is justly due  
and is unpaid.

Given under my hand this  
16<sup>th</sup> day of Nov 1890.

H. C. Fosdyke J. B.



M. D. Richmond's Est.  
vs { \$2.50

C. B. Turner's Est

---

Filed Nov. 18, 1890

---

Prin - \$2.50  
Interest.     20  
to Dec. 1, 1890 \$2.70

'5"





One day after date I promise to pay to  
the order of John A. G. Bryant

Four Dollars and 88 Cents for value

received, and I hereby waive the benefit of my homestead exemp-  
tion as to this debt. Witness my hand and seal this 9<sup>th</sup>

day of August, 1887. C. B. + Burnett [SEAL.]  
Witness [SEAL.]

C. H. Cunningham



L. B. Lerner  
 Note  
 \$4.85  
 44

\$14.44

Discharged 87 to Dec 1, 1870  
 \$5.31

L. B. Lerner  
 Note  
 \$4.85  
 44

44

L. B. Lerner Note  
 \$4.85 & 0.44



D. H. Smith,

vs

A. B. Murrey, Admr. &c

Sell on 6 & 12 mos time  
except a sum to pay costs - \$19.07  
& Com.

Sell the reversionary interest in  
that portion of the real estate  
of which C. B. Turner died seized  
as has been laid off and as-  
signed to Mary J. Turner the wid-  
ow of said C. B. Turner as and  
for her dower interest

117.76 = with Int. from Nov. 7, 1892.

39.75 " " " " 1<sup>st</sup> "

63.61 " " " Oct. 1<sup>st</sup> "

\$221.12 =

19.07 =

10.00 = Int.

13.00 =

\$263.119

If the above does not sell for enough  
then sell for a ere of the residue



147.8  
142

160  
163.25  
168

167

168

178

173

176

W. S. Colston

263.19  
180.

83.19

J. D. Primmington

He

\$180

15 = acre



=6."

#20.00 = Apr. 4, 1887

10.70 = Int to Mar 5-1896

---

#30.70 = Amt due Mar. 5, 1896.

==

C

#59.51 = Pr

10.10 = Cr

---

#49.41 = Bal. due Jan 1<sup>st</sup> 1889

21.27 = Int to Mar. 5, 1896.

---

#70.68 = Bal due Mar 5, 1896

2.80 Costs

---

#73.48 = Bal. due Mar. 5, 1896.



$\$123.35-$   
 $41.69$   
 $67.00$

$\$232.04 = \text{Dolls} -$   
 $19.07 = \text{cents} -$

$251.11$   
 $12.56 \text{ Com}$

$\$264.67$

$251.11$   
 $12.56$   
 $12.5353$

Total  $\$264.67$

$19.07$   
 $12.56$

$\$31.63$

$264.67$   
 $31.63$

$\$233.04$   
 $116.52$

$\$116.52$



~~\$~~180 Reversion  
15- Per Acre

264.67  
180.00  

---

84.67

15- 84.67 15-  
75-  

---

9.67



Robert

Bid off by  
J. D. Pennington  
for \$180  
+ \$15 per acre

213.58

28.60

\$242.18

50.24

7.11

57.35

242.18

57.35

299.53

32.10

331.63

15.63

\$347.26

32.10

15.63

47.73

147.57

47.73

99.84

299.53

99.84

199.69

$\frac{1}{3} / 299.53$

99.84 $\frac{1}{3}$

32.10

15.63

147.57

\$199.69 note

147.57 cash

\$347.26

\$4.88 Bal. wanted on check

This sum has been paid  
by E. M. Pennington



This day A. B. Muncy, Admr &c. of  
the estate of C. B. Turner decd, personally  
appeared before me and made  
oath that no effects came into his  
hands as administrator of C. B.  
Turner decd.

Given under my hand this 18 day of  
Nov. 1890. A. M. Loins,  
Cmr.

Certificate of A.B.

Muncy Admire &c.

"P"



D. H. Smith,

Compt.

vs.

A. B. Munsey, Admr. &c. et als, Defts.

In the Circuit Court of Lee County, Virginia,  
Take notice that, pursuant to decree entered in the above  
styled cause at the Sept. term, 1890, I, the undersign-  
ed special commissioner, by virtue of said decree,  
shall on the 14 day of Nov., 1890, at my office  
in the town of Jonesville, proceed to inquire into  
and make statements concerning the administra-  
tion account of A. B. Munsey, Admr. &c. of E. B. Munsey,  
decd and to ascertain the entire indebtedness of said  
decedent's estate, to whom and when the debts are due,  
priorities, liens &c., together with any other matter  
specially stated, deemed pertinent by myself, or  
that may be requested by any party interested to be  
so stated.

I am also directed to ascertain whether or not  
the real estate of said decedent, will in five years  
rent for a sufficient amount to pay his indebtedness,  
its interest, and the costs of this suit.

All parties interested in this proceeding, by having  
debts due them from said estate, are hereby notified to  
attend at the above time and place with such books,  
papers, vouchers and evidence as will enable me  
to comply with the order of the court.

This Oct. 13, 1890,

A. M. Goins,  
Special Comr.

D. H. Smith, Compt.

vs { Com's Notice.

A. B. Munsey Admr & et al.



Know all Men by these Presents, That we

*D. C. Sewell & Gen. W. Blankenship*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *\$800.00*  
*Eight hundred* dollars, to payment whereof, well and truly to be made to

the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of the United States.

Sealed with our seals, and dated this *13th* day of *January*  
one thousand eight hundred and *Ninety Seven*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound *D. C. Sewell*  
shall faithfully perform the duties of *his* office or trust, as *Commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the *11th* day  
of *November*, 189*6*, in the suit therein depending under the name and style  
of *D. H. Smith against A. B. Munsey Admr*  
*& C. W. Pennington Comr against Mary J. Ely*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the  
presence of

*A Copy* *D. C. Sewell* [SEAL.]  
*Teste A. B. Munsey Clerk* *Gen. W. Blankenship* [SEAL.]  
*James W. Orr* [SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day \_\_\_\_\_  
suret on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court  
of the County of Lee, that \_\_\_\_\_ estate after the payment of all \_\_\_\_\_ just  
debts, and those for which \_\_\_\_\_ bound as securit for others, and expect to  
have to pay worth the sum of \_\_\_\_\_  
dollars.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 189 .

Teste: \_\_\_\_\_ Clerk



D. H. Smith ~~vs~~

A. B. Munsey adms  
and

E. W. Pennington Comr

Mary J. Ely  
to { COMMISSIONER  
BOND.

Commonwealth.



Know all Men by these Presents, That we *D C Sewell and W P Weston*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *\$800.00*  
*Eight hundred* dollars, to payment whereof, well and truly to be made to  
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,  
 executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the  
 benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to  
 discharge any liability arising under this bond, or by virtue of said office or trust, in any cur-  
 rency, funds, counter claims or offsets other than legal-tender currency of the United States.  
 Sealed with our seals, and dated this *17th* day of *June*  
 one thousand eight hundred and *Ninety Six*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound *D C*  
*Sewell*  
 shall faithfully perform the duties of *his* office or trust, as *Commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the *5th* day  
 of *March*, 189*6*, in the suit therein depending under the name and style  
 of *D H Smith against A B Munsey*  
*Admr et al and E W Pennington*  
*Comroe against Mary J Ely et al*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the  
 presence of

*A Copy Teste*

*A B Munsey Clerk*

*D C Sewell*

[SEAL.]

*W P Weston*

[SEAL.]

[SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day \_\_\_\_\_  
 suret on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court  
 of the County of Lee, that \_\_\_\_\_ estate after the payment of all \_\_\_\_\_ just  
 debts, and those for which \_\_\_\_\_ bound as securit for others, and expect to  
 have to pay \_\_\_\_\_ worth the sum of \_\_\_\_\_  
 \_\_\_\_\_ dollars.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 189 .

Teste: \_\_\_\_\_

Clerk



D. H. Smith  
vs  
A. B. Munsey admr.  
and E. W. Pennington  
Copy of  
to { COMMISSIONER  
BOND.

Commonwealth.  
Mary J. Ely

1400  
98  
1400

98  
1400  
1400



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*A. B. Mincey Adm<sup>r</sup>.*  
*of C. B. Turner dec'd, Mary J. Turner*  
*George Turner, Libby, Turner, Marrie*  
*Turner, Minerva Turner, and Elizabeth*  
*Turner, Dannie Turner, Wm. Turner jr.,*  
*and Susan Turner*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the ~~first~~ <sup>third</sup> Monday  
in ~~February~~ next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them* by

*D. H. Smith*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *29<sup>th</sup>* day of *January* 18*90* in the 11*4* year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste

(C.W.P.)

D. H. Smith

vs 3 3 3 Spa in chey

A. B. Munsey *Admiral*

To *g<sup>rd</sup>* Feby Rules 1890

Execute of on Jan<sup>y</sup>  
29<sup>th</sup> 1890 by delivering  
Three office copies of  
the within summons  
to each of the within  
named parties except  
A. B. Munsey adm<sup>r</sup>  
on this Feb. 3-4 1890

P. M. Reason for  
A. B. Munsey & L. C.

I accept Legal Service  
of the within Sumo this  
the 3<sup>rd</sup> day of Feby 1890

A. B. Munsey  
Admiral



Smith  
vs. Biscoe & Co.  
A. B. Munsy et al

E. W. Cunningham  
Hyatt C 9.10 Pd  
Tax 1.50 Pd  
S 1.50 Pd  
att'y 15.00 Pd  
Munsy C 4.26 Pd  
Estimate 5.00 Pd  
36.36